

COMBINED SPECIAL MEETING/WORK SESSION AGENDA

*** A M E N D E D**

**CITY COUNCIL COMBINED SPECIAL
MEETING/WORK SESSION
TUESDAY, MARCH 8, 2016**

**COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.**

SPECIAL MEETING

1. Call to Order

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance

3. Roll Call

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

**4. Settlement Agreement and Release between the Hopi Tribe and the City of Flagstaff (City).
(Agreement to settle litigation between the City and the Hopi Tribe relating to use of reclaimed water at the Arizona Snowbowl).**

RECOMMENDED ACTION:

Consideration and Approval of the Settlement Agreement and Release ("Settlement").

5. Adjournment

WORK SESSION

1. **Call to Order**

2. **Public Participation**

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

3. **Discussion of Indigenous Peoples. **THIS ITEM WAS MOVED FROM 4.***

RECOMMENDED ACTION:

Council Discussion

4. **Annual Update: Flagstaff Downtown Business Improvement and Revitalization District. **THIS ITEM WAS MOVED FROM 3.***

5. **Continuation of Discussion of Disabled-Accessible Parking in Downtown**

RECOMMENDED ACTION:

The report is for information only.

6. **Presentation and discussion concerning a potential Request for Proposals for 308 Elden (property designated for affordable housing near Sawmill)**

7. **Report on Annual Lobbying Trip to Washington, D.C.**

8. **Public Participation**

9. **Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.**

10. **Adjournment**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2016.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 03/04/2016
Meeting Date: 03/08/2016



TITLE:

Discussion of Indigenous Peoples. ****THIS ITEM WAS MOVED FROM 4.***

RECOMMENDED ACTION:

Council Discussion

Executive Summary:

On October 20, 2015, the City Council considered a Future Agenda Item Request (F.A.I.R) to place on a future agenda, a discussion regarding Indigenous Peoples. Among the items requested to be discussed included:

- 1) An update on the status of implementation of the Navajo Nation Human Rights Commission and City of Flagstaff Memorandum of Understanding (MOU).
- 2) Provide an opportunity for the public to engage with City Council on issues of importance to the Native American Community and consider any proposals that may result from this process.
- 3) After accomplishing the aforementioned items, consider designating an "Indigenous People's Day."

On October 27, 2015, the Navajo Nation Human Rights Commission and city staff made a presentation to Council reporting on the status of the Memorandum of Understanding.

Attached for Council consideration are some data on arrests, broken down by race, provided by the Flagstaff Police Department. Also provided is a document from the U.S. Census Bureau's QuickFacts website that provides some demographic data for Flagstaff. Finally, a worksheet is provided that details the issues, inputs, outputs, expected outcomes, and timelines used as a guide to assist with implementing the Memorandum of Understanding between the Navajo Nation Human Rights Commission and the City of Flagstaff.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

Goal #8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

Previous Council Decision on This:

A brief discussion was held as part of the Future Agenda Item Request which was made on October 20, 2015.

Options and Alternatives:

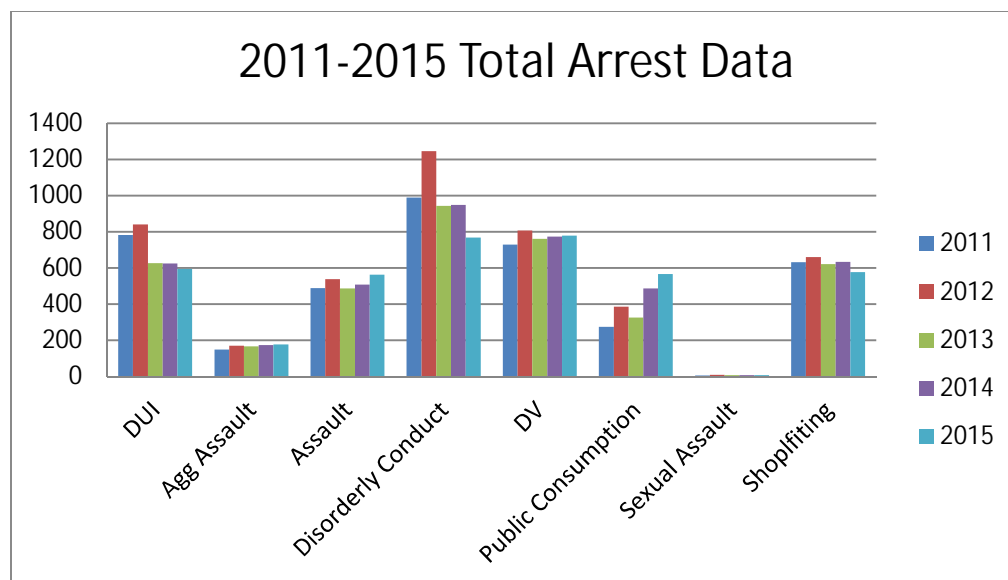
Council Discussion

Community Involvement:

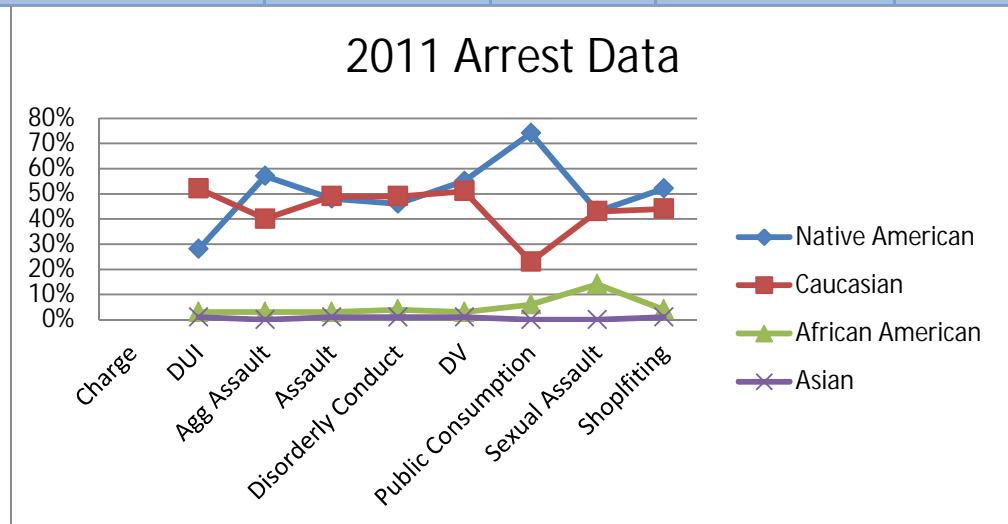
Inform
Consult

Attachments: [Police arrest data by race](#)
 [Federal Census Quickfacts data sheet](#)
 [MOU Issues/Outcomes/Timelines Worksheet](#)

Flagstaff Police Department Arrest Data 2011-2015



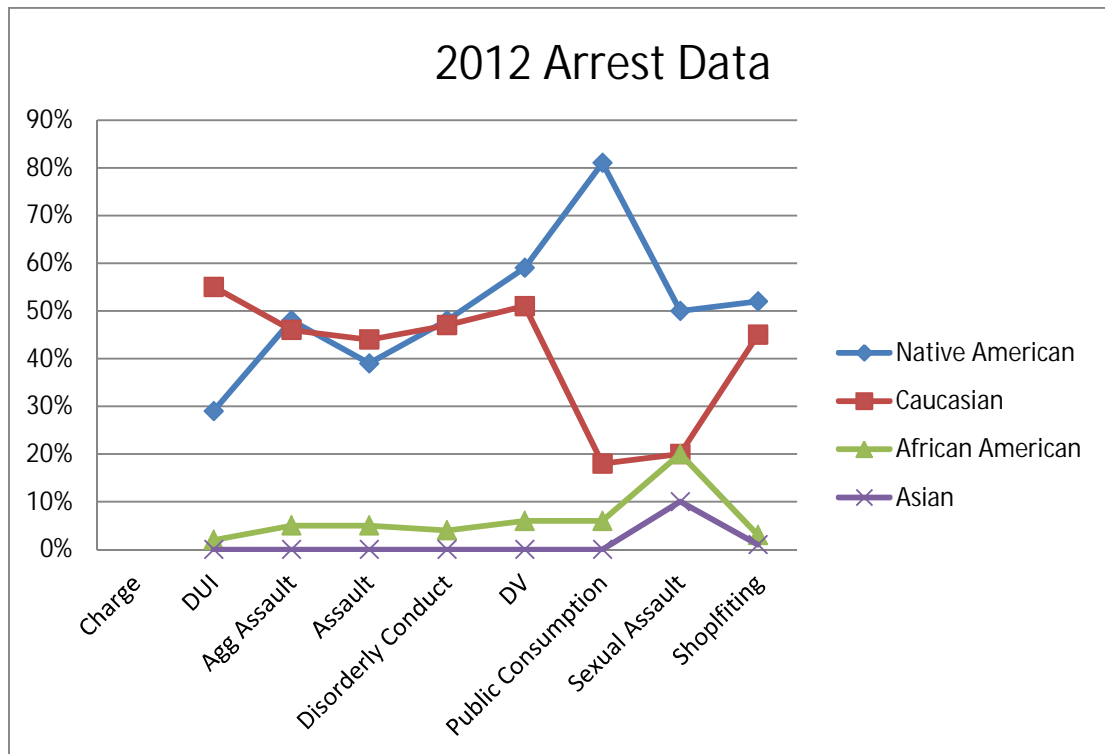
2012	Native American	*Caucasian	African American	Asian
Charge				
DUI	28%	52%	3%	1%
Aggravated Assault	57%	40%	3%	0%
Assault	48%	49%	3%	1%
Disorderly Conduct	46%	49%	4%	1%
DV	50%	46%	3%	1%
Public Consumption	74%	23%	6%	0%
Sexual Assault	43%	43%	14%	0%
Shoplifting	52%	44%	4%	1%



*Caucasian race includes Hispanic ethnicity. Law enforcement best practice is to categorize Hispanic ethnicity in with Caucasian because being Hispanic is an ethnicity not a race.

Flagstaff Police Department Arrest Data 2011-2015

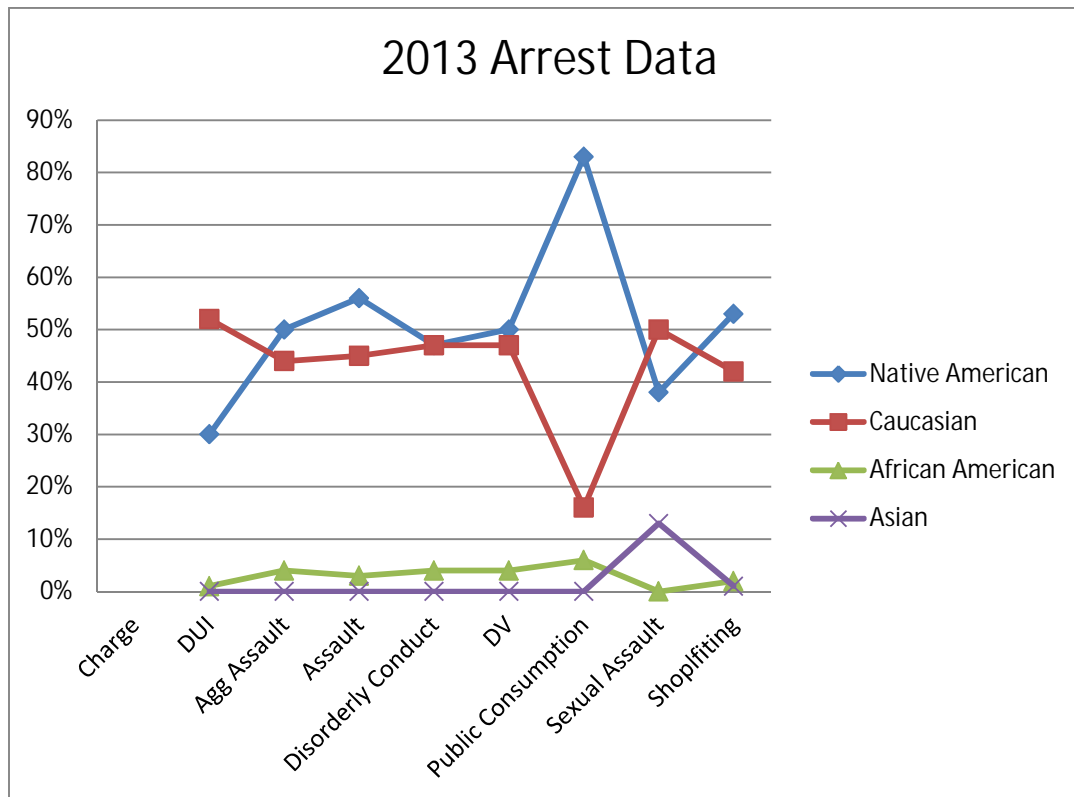
2012	Native American	*Caucasian	African American	Asian
Charge				
DUI	29%	55%	2%	0%
Aggravated Assault	48%	46%	5%	0%
Assault	39%	44%	5%	0%
Disorderly Conduct	48%	47%	4%	0%
DV	49%	41%	6%	0%
Public Consumption	81%	18%	6%	0%
Sexual Assault	50%	20%	20%	10%
Shoplifting	52%	45%	3%	1%



*Caucasian race includes Hispanic ethnicity. Law enforcement best practice is to categorize Hispanic ethnicity in with Caucasian because being Hispanic is an ethnicity not a race.

Flagstaff Police Department Arrest Data 2011-2015

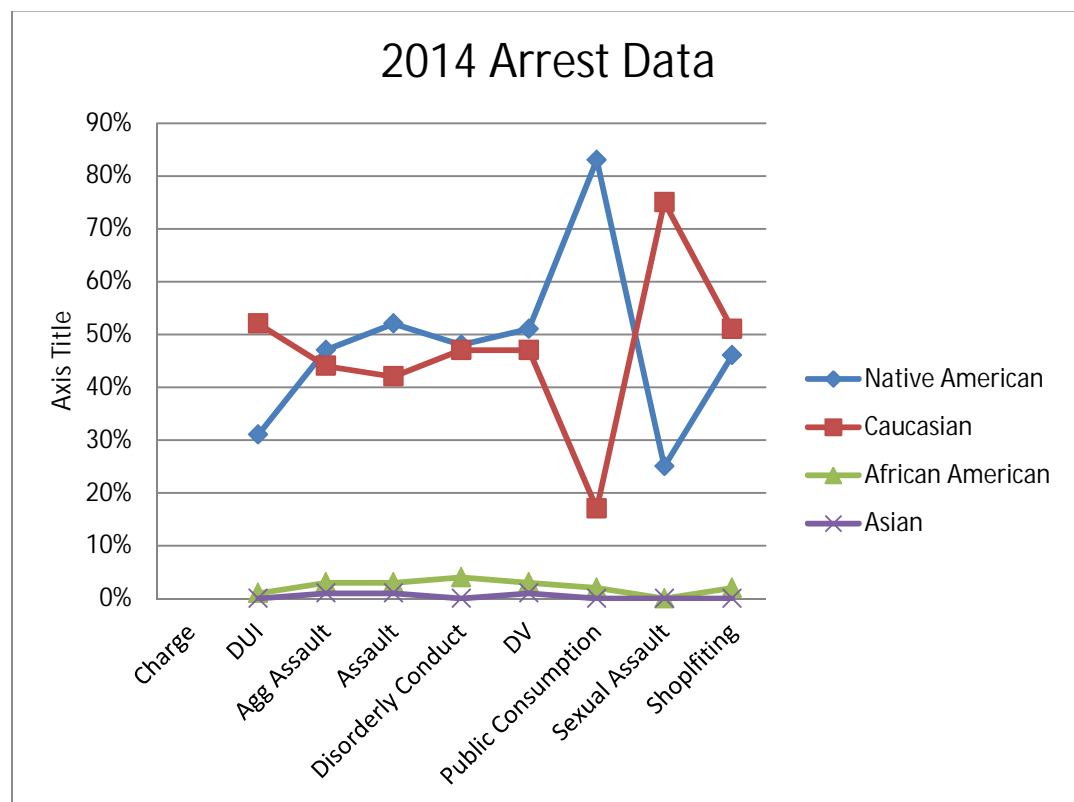
2013	Native American	*Caucasian	African American	Asian
Charge				
DUI	30%	52%	1%	0%
Aggravated Assault	50%	44%	4%	0%
Assault	56%	45%	3%	0%
Disorderly Conduct	47%	47%	4%	0%
DV	50%	47%	4%	0%
Public Consumption	83%	16%	6%	0%
Sexual Assault	38%	50%	0%	13%
Shoplifting	53%	42%	2%	1%



*Caucasian race includes Hispanic ethnicity. Law enforcement best practice is to categorize Hispanic ethnicity in with Caucasian because being Hispanic is an ethnicity not a race.

Flagstaff Police Department Arrest Data 2011-2015

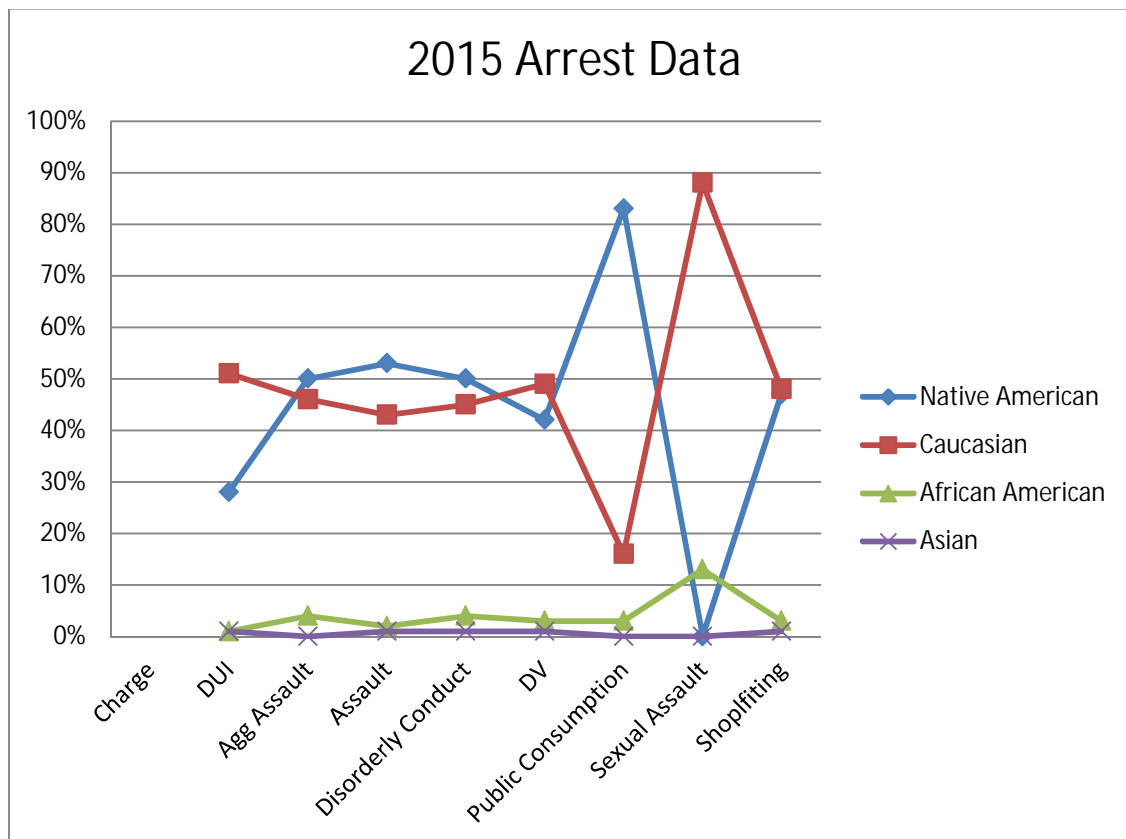
2014	Native American	*Caucasian	African American	Asian
Charge				
DUI	31%	52%	1%	0%
Aggravated Assault	47%	44%	3%	1%
Assault	52%	42%	3%	1%
Disorderly Conduct	48%	47%	4%	0%
DV	51%	47%	3%	1%
Public Consumption	83%	17%	2%	0%
Sexual Assault	25%	75%	0%	0%
Shoplifting	46%	51%	2%	0%



*Caucasian race includes Hispanic ethnicity. Law enforcement best practice is to categorize Hispanic ethnicity in with Caucasian because being Hispanic is an ethnicity not a race.

Flagstaff Police Department Arrest Data 2011-2015


2015	Native American	*Caucasian	African American	Asian
Charge				
DUI	28%	51%	1%	1%
Aggravated Assault	50%	46%	4%	0%
Assault	53%	43%	2%	1%
Disorderly Conduct	50%	45%	4%	1%
DV	42%	49%	3%	1%
Public Consumption	83%	16%	3%	0%
Sexual Assault	0%	88%	13%	0%
Shoplifting	47%	48%	3%	1%



*Caucasian race includes Hispanic ethnicity. Law enforcement best practice is to categorize Hispanic ethnicity in with Caucasian because being Hispanic is an ethnicity not a race.

People	Flagstaff city, Arizona
<i>Race and Hispanic Origin</i>	
White alone, percent, April 1, 2010 (a)	73.4
Black or African American alone, percent, April 1, 2010 (a)	1.9
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	11.7
Asian alone, percent, April 1, 2010 (a)	1.9
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.2
Two or More Races, percent, April 1, 2010	3.6
Hispanic or Latino, percent, April 1, 2010 (b)	18.4
White alone, not Hispanic or Latino, percent, April 1, 2010	64.4
Geography	Flagstaff city, Arizona
Population per square mile, 2010	1031.3
Land area in square miles, 2010	63.87
FIPS Code	"0423620"

This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 25 firms

FN: Footnote on this item in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

Z: Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

Navajo Nation Human Rights Commission
Memorandum of Understanding with the City of Flagstaff

Law Enforcement

Issues to Address	Input	Output	Outcome	Timelines
(Primary) Cultural sensitivity training for law enforcement personnel	<ul style="list-style-type: none"> • Pre-planning meeting with the law enforcement personnel • Assist in developing the content of the training • Identify the organization to provide training • Identify cost to provide training • Identify cost to print training materials • Schedule training dates, times and locations 	<ul style="list-style-type: none"> • Develop training materials on Navajo cultural for law enforcement officers • Provide bi/annual training to Flagstaff law enforcement officers • Print 2,000 pamphlets on Navajo cultural sensitivity information 	<ul style="list-style-type: none"> • Flagstaff law enforcement officers (new and old) will be aware of Navajo culture • Reduce/eliminate concerns that Flagstaff law enforcement offices are not culturally sensitive • Identify opportunities for collaboration and problem solving. 	<ul style="list-style-type: none"> • Planning Meeting in October/ November • Content formulation Oct-Dec • Selection of Trainer/Training Delivery methods. Jan • Training Course Mar/April
(Secondary) How do we understand whether Navajos and Native Americans are treated differently when engaging law enforcement officers and personnel?	<ul style="list-style-type: none"> • Identify a working group to steer this action item and review data. • Identify case studies to analyze whether Navajos and Native Americans are treated differently than non-natives • Identify case studies to analyze behaviors, procedures and policies that may be culturally offensive. • Identify cost to research, collect and 	<ul style="list-style-type: none"> • Data on occurrences of pre-stop, post-stop and court ruling/agreements • Identification of culturally offensive behaviors, procedures and policies and commitment to find solutions. 	<ul style="list-style-type: none"> • Flagstaff law enforcement policies and procedures will be more culturally aware. • Navajos and Native Americans will have a better understanding of why certain policies and procedures are in place. • All community members will have better understanding and predictability of what is likely to occur during an interaction between Flagstaff Law 	<ul style="list-style-type: none"> • Planning Meeting in October/ November to set up steering committee • Selection of Case studies provided to steering committee members in December • Steering Comm. meetings to review and analyze case studies Jan – March • Steering Comm. meeting to develop conclusions and solutions April -

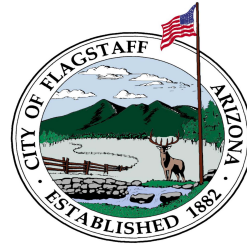
Navajo Nation Human Rights Commission
Memorandum of Understanding with the City of Flagstaff

Law Enforcement

	<div>analyze data to support the study</div> <ul style="list-style-type: none">Schedule dates to pre-plan the analysis	Enforcement and Native Americans.	June
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CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Karl Eberhard, Comm Design & Redevelopment Mgr
Date: 01/28/2016
Meeting Date: 03/08/2016



TITLE:

Annual Update: Flagstaff Downtown Business Improvement and Revitalization District. **THIS ITEM WAS MOVED FROM 3.*

DESIRED OUTCOME:

Provide City Council with information regarding the previous year of the Flagstaff Downtown Business Improvement and Revitalization District.

EXECUTIVE SUMMARY:

In February of 2014, based on a request from the property owners, the City Council created the Flagstaff Downtown Business Improvement and Revitalization District (FDBIRD) and subsequently entered into an Intergovernmental Agreement (IGA) with the district to perform certain tasks related to the formation of the district and downtown management and planning. Through the IGA, the funding necessary for the first year of district operations was provided. In addition, the City and the County are ongoing partners and participants in the district, each contributing funding as private property owners would provide as assessments. The IGA requires that FDBIRD provide the City Council with an annual update. The district has provided a detailed written Annual Report and the presentation will highlight the notable activities of the district. Hopefully you will enjoy hearing about the many great successes of a busy year as well as the upcoming activities and expectations.

INFORMATION:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

Please see the attached materials from the Flagstaff Downtown Business Improvement and Revitalization District.

Attachments: FDBA Presentation



Flagstaff Downtown Business Alliance Annual Update

Presented to:

City Council

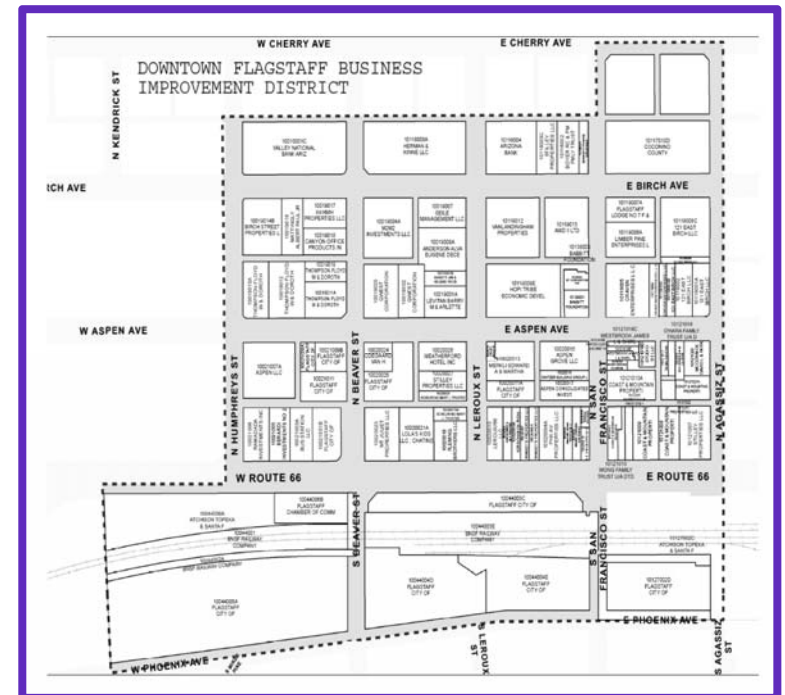
March 8, 2016

Background:

2 Different Organizations:

1. Flagstaff Downtown Business Improvement and Revitalization District (FDBIRD)

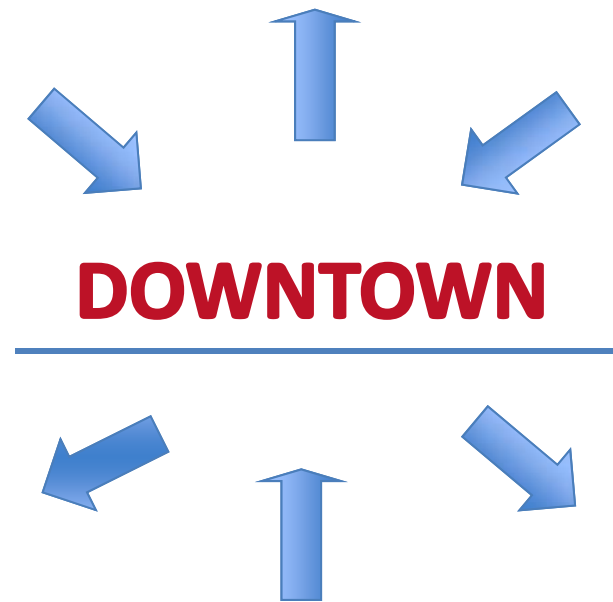
- Property owners pay assessment for enhanced services to manage increased activity
- City Council unanimously created district in Feb. 2014
- City and County, and all property owners in district participate
- Board comprised of 5 property owners, meets quarterly



North – Beaver (mid-block + County)
South – Phoenix Ave.
West - Humphries St.
East – Agassiz St.

2. Flagstaff Downtown Business Alliance (FDBA)

- No defined boundaries
- Contracts with FDBIRD to provide services
- Engage, Connect, Sense of Community
- Develop unified voice
- Increase Flagstaff's position within region, nation





The FDBA is committed to enhance the vitality of Downtown Flagstaff, while also providing enhanced services to the area defined by the FDBIRD.

Areas of Emphasis:

- Management
- Advocacy
- Parking

Management:

- Implemented Organizational Structure
- Established first FDBA office - high energy, centrally located, co-work location
- Wrote Policies and Procedures & Employee Manual approved by board
- Promote / Market the downtown area, businesses & events
- Host weekly stakeholder meetings

Events:

- MOTS – highly engaged despite low sponsorship
- FDBA's role as facilitator - ensure business involvement & minimize impacts: Earth Day, Dew Downtown, Tequila Sunrise
- Activate public space, create vibrancy
- Attract people Spend \$\$
- Engage local audience – low hanging fruit



Kim Ake I love that it is something fun and FREE to do with your family!!

Unlike · Reply · Message ·  1 · September 9 at 12:04pm

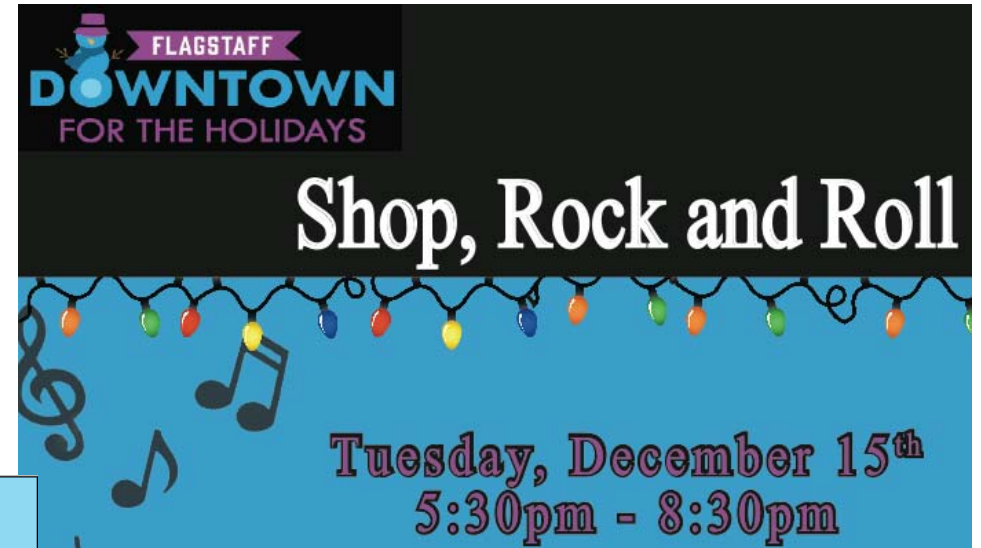


Amanda Rene Steavenson We love getting together and just spending time with our little one. It's also nice to spend time with those in our community. It's overall a wonderful experience! We wish to keep coming back in the years to come. 😊





- Created Holiday brand
- Programmed events
- Engaged businesses



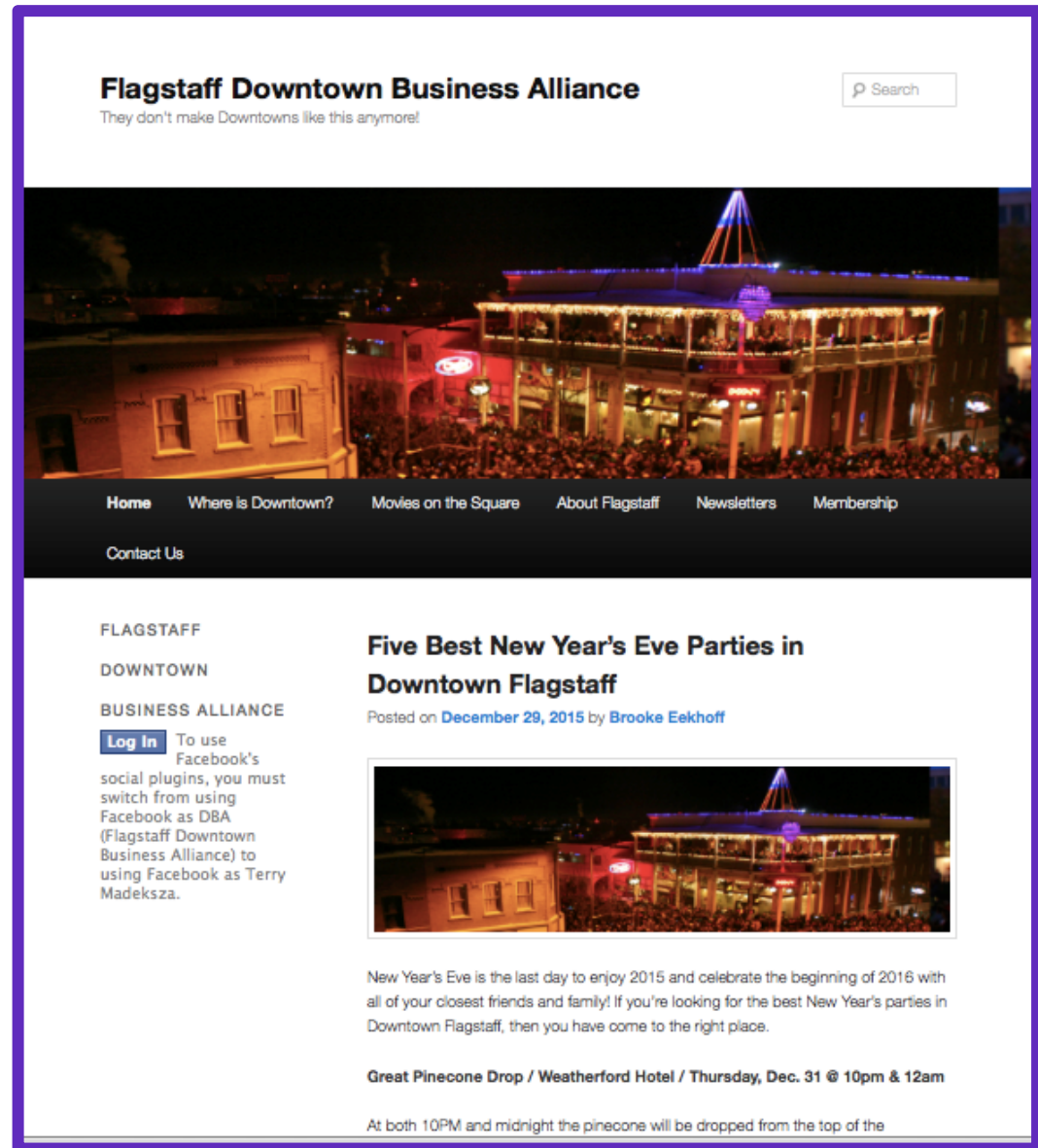
Holiday Lights:

- Wrapped 30 street trees
- Installed more than 20 wreaths
- Coordinated parapet lighting
- Added lights at Heritage Square
- Supported use of Arizona's Winter Wonderland designation



Website -

- ✓ Post blogs
- ✓ Promote events/business promotions
- ✓ Text-heavy

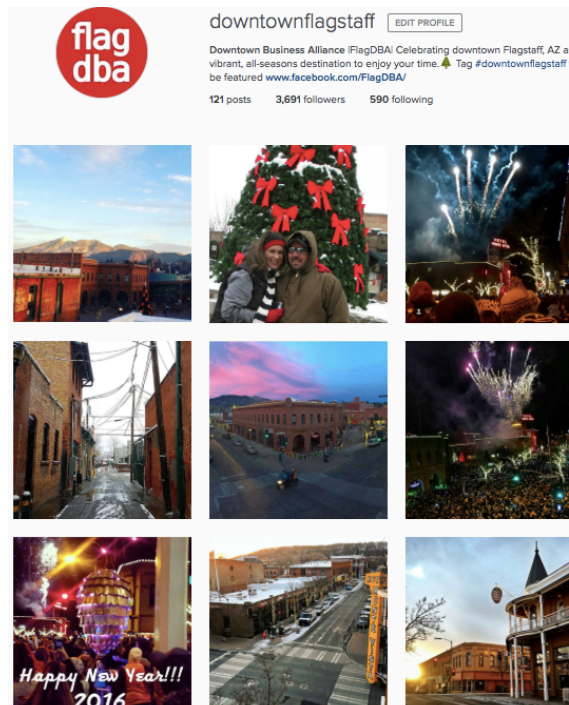


Communication – Social Media, Downtown Update = engaged audience

FB +1100



Insta +4700



Newsletter, 2xmonth



Advocacy:

Chief Advocate...

- One-Stop-Shop for stakeholders, partner organizations and community members
- Represent stakeholder interests - construction, events, parking
- Develop unified voice
- Increase FDBA's influence with NAU, Police, City, County etc. through positive relationships



...and Chief Irritant

- Don't wait to be invited to important meetings
- Increase FDBA's influence with NAU, Police, City, County, etc. through "persistence" and demonstrated relevance

**Parking, Parking, Parking, Parking, Parking
Parking, Parking, Parking, Parking, Parking**

Collaborated on ***Comprehensive Downtown Parking Management Program*** that supports the continuous revitalization of downtown Flagstaff, including support for strong residential neighborhoods, tourism where over 90% arrive in a private vehicle, commuters, mixed-use developments, and NAU students, faculty and staff.

Achieve a first-rate downtown parking management system with community support

Parking:

- Collaborated on development and implementation of Comprehensive Parking Plan
- Supported development of ordinances that establish office of the Parking Manager and Special Revenue Fund adopted by Council on February 2
- Advocated for Capital Fund and goal of maximizing revenues for future parking facilities
- Outreach to businesses

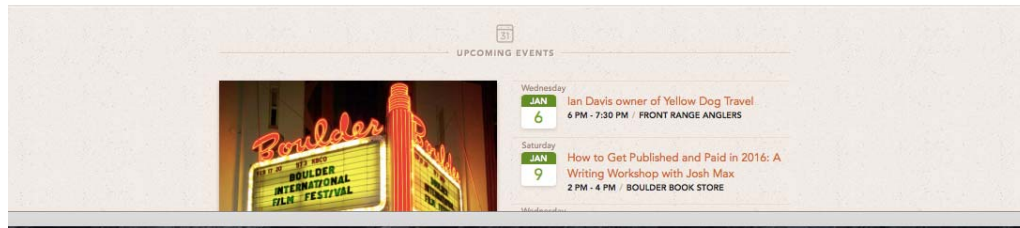
2016 Priorities - Management:

- Implement Clean Team / Ambassador Programs
 - Uniformed, visible and trained presence
 - Focus on litter and trash removal, graffiti removal, sidewalk sweeping
 - Beautification
 - Create memorable experiences for all
 - Fee for Services
- Business Attraction / Investment





With outstanding shopping, lodging, restaurants, services and entertainment & events, not to mention the best people watching in the state, Downtown Boulder offers authentic experiences for everyone.



2016 Priorities - Management:

New Website

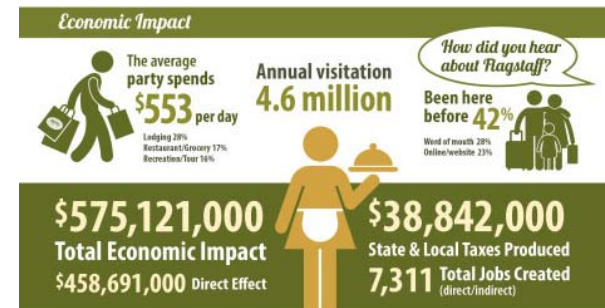
- ✓ Interactive
- ✓ Searchable Business Directory
- ✓ Comprehensive
- ✓ Dynamic – photos change
- ✓ Colorful
- ✓ Designed by locals, built by downtown pros



2016 Priorities - Management:

- Develop Downtown Brand / Identity used on all platforms (banners, website, social media, etc.)
- Manage Leroux Street construction impacts & implement mitigation/assistance program
- Provide clean, welcoming, vibrant downtown
- Complete block-by-block inventory
- Selected as project manager for 2 City infrastructure jobs
- Increase stakeholder communication – bi-weekly email update to begin January
- Strengthen coordination – CVB, Events, Police, City staff

...Result:



2016 Priorities - Advocacy:

- Continue to be part of conversation – even when not invited!
- Single point of contact for downtown issues
- Position DBA as Partner, Advocate, Influencer
- Build upon “unified and amplified voice”
- Participate in issues/policy discussions that effect downtown
- Continue to strengthen relationships with partner organizations

2016 Priorities - Parking:

- Focus on end goal = more supply
- Stick to plan, adjust as necessary
- Stay on track
- Launch customer-friendly PARK FLAG website that informs, promotes and explains system
- Develop public parking map that can be utilized by partner organizations
- Consider feasibility of fee for service – employee permits, off-street lots evenings/weekends??



Questions??

Terry@flagdba.com

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brad Hill, Utilities Director
Co-Submitter: Sterling Solomon
Date: 03/02/2016
Meeting Date: 03/08/2016



TITLE:

Settlement Agreement and Release between the Hopi Tribe and the City of Flagstaff (City). (Agreement to settle litigation between the City and the Hopi Tribe relating to use of reclaimed water at the Arizona Snowbowl).

RECOMMENDED ACTION:

Consideration and Approval of the Settlement Agreement and Release ("Settlement").

Executive Summary:

The Hopi Tribe filed a complaint against the City on August, 2011, relating the use of reclaimed water at the Arizona Snowbowl. This Settlement, if approved, will resolve the litigation. The City will construct an earthen-filtration system that will further filter the reclaimed water that will be used at the Arizona Snowbowl. The Hopi Tribal Council approved the Settlement unanimously on February 24, 2016.

Financial Impact:

Contained within the Settlement is the City's obligation to construct an earthen-filtration system (EFS) upstream of the City's reclaimed water meter with the Arizona Snowbowl. The capital cost to construct the EFS is currently estimated at \$1.6 million. There may be ongoing operations, maintenance and replacement costs as well.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments.
- 9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues.

Previous Council Decision on This:

No.

Options and Alternatives:

- 1) Approve the Settlement Agreement and Release with the Hopi Tribe.
- 2) Do not approve the Settlement Agreement and Release with the Hopi Tribe and continue to litigate.

Background/History:

In 2002, the Flagstaff City Council approved a Reclaimed Water Agreement to sell 1.5 million gallons per day (or 552 AF/ski season) of reclaimed water to the Arizona Snowbowl during the months of November thru February for snowmaking purposes. The current agreement expires in 2034. In 2011, the Hopi Tribe filed a complaint against the City seeking to recover under an illegal contract claim, a water rights infringement claim, and a public nuisance claim pertaining to the City's Direct Delivered Reclaimed Water Agreement with the Arizona Snowbowl. In 2011, the City prevailed on the first two claims, however, the Court of Appeals reinstated the matter of public nuisance claim in January, 2014. In 2012, the Arizona Snowbowl began taking deliveries of reclaimed water for snowmaking purposes. Representatives from the City and Hopi Tribe have negotiated for the past year a Settlement of their public nuisance claim. To resolve the claim the City agrees to build an earthen-filtration system that will filter the reclaimed water that will be used by the Arizona Snowbowl. This Settlement, which the Hopi Tribal Council unanimously approved on February 24, 2016, is a result of those negotiations.

Community Involvement:

Inform

Attachments: Settlement Agreement and Release

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (this “**Agreement**”) is made as of the later date of full execution of this Agreement (the “**Effective Date**”) by duly authorized representatives of The Hopi Tribe, a federally recognized Indian Tribe (“the **Hopi Tribe**”) and the City of Flagstaff, Arizona, a municipal corporation (“the **City**”). The Hopi Tribe and the City are referred to individually herein as “**Party**” or collectively herein as the “**Parties**.”

RECITALS

1. Whereas the Hopi Tribe filed a Complaint against the City on August 19, 2011, seeking to recover under claims of illegal contract, water rights infringement, and public nuisance (the “**Litigation**.”)
2. Whereas, in December 2011, the City prevailed on its motion to dismiss the Litigation
3. Whereas, the public nuisance claim filed by the Hopi Tribe in this matter was reinstated on January 24, 2014, after its dismissal was reversed by the Arizona Court of Appeals;
4. Whereas, on October 10, 2014 the City answered the Hopi Tribe’s complaint and filed a Third-Party Complaint against the Arizona Snowbowl Resort Limited Partnership (“**Snowbowl**”);
5. Whereas, Snowbowl has not been required to respond to the Third-Party Complaint pending the finalization of this Settlement Agreement and is not a party to or intended beneficiary of this Agreement;
6. Whereas, in its Complaint the Hopi Tribe asserts that it has lived in Northern Arizona for centuries and the San Francisco Peaks have played a central and essential role in Hopi Tribe’s culture, traditions and way of life for centuries;
7. Whereas, the Hopi Tribe’s Complaint further asserts that the San Francisco Peaks, known as Nuvatukya’ovi, are the single most important sacred place the Hopi Tribe has;
8. Whereas, the Hopi Tribe continues to oppose snowmaking on the San Francisco Peaks;
9. Whereas, the City in its Answer asserts that the reclaimed water sold by the City to Snowbowl meets the highest wastewater treatment standards propounded by both the United States Environmental Protection Agency (“**USEPA**”) and the Arizona Department of Environmental Quality (“**ADEQ**”);
10. Whereas, the City’s Answer further asserts that the delivery and use of reclaimed water was already considered and approved by the ADEQ during the permitting and review process;
11. Whereas, the City further asserts that the City is not the actual entity making the artificial snow, merely the entity that treats the reclaimed water to the highest wastewater treatment standards propounded by the EPA and the ADEQ.

AGREEMENT

The Hopi Tribe and City agree that it is in the best interests of the Parties to resolve all claims in the Litigation. NOW THEREFORE, in consideration of the mutual covenants and

agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Earthen Filtration System Installation. The Parties agree that the City will construct, operate and maintain so long as the City provides reclaimed water to Snowbowl for snowmaking, at no cost to the Hopi Tribe, an additional treatment process more particularly described in **Attachment A** for the reclaimed water it delivers to Snowbowl (the "Project"). The Hopi Tribe has consulted with the City and approves the design of the additional treatment process and its operation and maintenance standards, practices and procedures, and schedule for implementation described in Attachment A. The Parties agree that the Project detailed in Attachment A filters the reclaimed water through the earthen and filter media which results in further treatment of the reclaimed water, however, the Parties agree and acknowledge that the City shall not be required to design or construct other improvements to the Project or the City's reclaimed water facilities, or to achieve specific water quality standards.
2. Reporting. The City will provide the Hopi Tribe, via e-mail or U.S. Mail at the notice address provided herein, with a copy of
 - a. Quarterly reports currently provided to ADEQ on water quality testing at the reclaimed water treatment facility that delivers reclaimed water to Snowbowl. The Hopi Tribe acknowledges that receipt of a copy of the report provided to ADEQ is intended only to aid the Hopi Tribe in confirming that the City is satisfying reclaimed water quality requirements promulgated by ADEQ, and does not create any duty or obligations of the City to undertake additional measuring, testing or reporting. This Agreement creates no additional standing or entitlement to remedies for the Hopi Tribe before ADEQ or any other governmental or administrative body to force the City to cure a reclaimed water quality issue or require the City to exceed applicable ADEQ standards. The Hopi Tribe agrees that failure to meet ADEQ standards is not a breach of this Agreement, but is a matter to be resolved as provided under applicable law.
 - b. Because the City will operate and maintain the additional treatment process, and because technologies and product availability change over time, the City must exercise its reasonable discretion in maintenance. The City agrees to provide the Hopi Tribe annual reports that demonstrate that the City has reasonably exercised its discretion in maintaining the additional treatment process as recommended in Attachment A. An example "annual report" in a form approved by both parties is attached hereto as **Attachment B**.
 - c. Failure to provide the reports described in this Section shall not be considered a breach of this Agreement, unless the City fails to cure by delivery of an annual report within 30 days of written notice by the Hopi Tribe stating that no annual report has been received.
 - d. In the event the City believes that technological or other improvements implemented after the effective date of this agreement by the City at its reclaimed water facility render the Project superfluous, the City may seek agreement from the Hopi Tribe to modify the obligations under this

agreement, and absent concurrence by the Hopi Tribe may seek appropriate relief from the Court.

3. Mutual Release. The Parties for themselves and on behalf of their respective members, officers, elected officials, partners, employees, managers, affiliates, attorneys, agents, administrators, predecessors, successors, assigns, representatives and any other person or entity claiming to act by, through or under the Parties (collectively, the “**Releasing Parties**”), hereby release and forever waive and discharge any claims, counterclaims, regulatory or administrative complaints, demands, defenses, setoffs, liabilities, judgments, executions, attachments, and debts or causes of action of any kind or nature (collectively, “**Claims**”), known or unknown, suspected or unsuspected, whatsoever that any of the Releasing Parties has or may have, directly or indirectly, against any other Releasing Party or its members, officers, elected officials, partners, employees, managers, affiliates, attorneys, agents, administrators, predecessors, successors, assigns, representatives related to the City’s delivery and use of reclaimed water or reclaimed water treatment practices prior to and as of the Effective Date of this Agreement.
4. Preclusive Effect of Agreement. The Parties acknowledge that the additional treatment process detailed in Sections 1 and 2 and Attachment A hereto resolves all claims raised by Hopi Tribe in the Litigation regarding the delivery and use of reclaimed water and reclaimed water treatment practices by the City, including reclaimed water quality delivered by the City to Snowbowl. The Parties acknowledge and agree that storage, application or use of reclaimed water by Snowbowl (after the reclaimed water passes the City’s point of delivery) treated in accordance with this Agreement and applicable water quality standards and regulations of USEPA and ADEQ, is not a breach of any agreement between the Parties, nor is it a breach of any duty that may be owed by the City to the Hopi Tribe and may not be used as the basis of bringing another lawsuit, administrative action, or other Claim against the City.
5. No Interference with Free Expression. The Parties acknowledge that this Agreement does not prevent the members of the Hopi Tribe from expressing opposition to any reuse of reclaimed water via informal means such as protest, media statements or other forms of free expression.
6. Notice of Requests for Assignment or Amendment. The City agrees to provide the Hopi Tribe with notice of written requests it receives for assignment or amendment of Snowbowl’s Reclaimed Water Agreement to any third party. Such requests will be sent via e-mail to the notice address provided by the Hopi within five (5) business days of receipt by the City. Failure to provide notice of such written requests for assignment or amendment shall not be considered a breach of this Agreement but shall be treated as an ongoing public records request and enforceable accordingly.
7. Attorneys’ Fees and Costs of Litigation. The Parties agree that each will bear their own attorneys’ fees and costs of the Litigation. The City agrees that it will not pursue the Hopi Tribe for recovery of the award of attorneys’ fees and costs.

8. Dismissal with Prejudice. Within five (5) business days of the Effective Date of this Agreement, the Hopi Tribe will dismiss the Litigation against the City with prejudice by filing the form Notice of Dismissal with Prejudice submitted herewith as **Attachment C**, which has been reviewed and approved by the Parties.
9. Jurisdiction. Solely for purposes of the implementation and enforcement of this Agreement, the Hopi Tribe expressly waives its sovereign immunity from suit and consents to the exclusive jurisdiction of the state courts of Arizona. To the extent the City has sovereign immunity from suit from the Hopi Tribe seeking to implement or enforce this Agreement, the City expressly waives its sovereign immunity from suit. Each Party further expressly agrees that any disputes or actions taken by the Parties related to or pursuant to this Agreement are subject to the exclusive jurisdiction of the state courts of Arizona. In particular, the Hopi Tribe agrees that, as a result of the exclusive jurisdiction of the state courts of Arizona, the Hopi Tribe may not and will not require the exhaustion of tribal administrative remedies, or apply to any other state court, federal court, regulatory authority, administrative agency, tribunal or other governing body, including but not limited to tribal courts, to seek any form of relief regarding the implementation or enforcement of this Agreement.
10. Miscellaneous.
 - (a) Severability. Any provision of this Agreement which is prohibited or deemed unenforceable shall be unenforceable without invalidating the remaining provisions hereof.
 - (b) Construction. All references in this Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation. The Parties further acknowledge that they were each represented by legal counsel and participated in the drafting and negotiation of this Agreement such that no presumptions against a drafter will be entertained.
 - (c) Integration. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and may not be altered or amended except by written agreement signed by the Parties.
 - (d) No Third Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties and their respective permitted successors, transferees, and assigns. This Agreement is not intended to nor shall it be construed to benefit any third party.
 - (e) Authorization. Each party to this Agreement has taken such measures as are necessary to fully and unconditionally approve this Agreement, including Attachments A and B, and grant authority to a duly appointed representative to execute this Agreement for the purpose of binding each party hereto to the terms of this Agreement. A tribal resolution fulfilling the requirements detailed herein

and expressly confirming the contents of Section 9 and Section 10(g) herein, and passed by the appropriate governing body of the Hopi Tribe is attached hereto as **Attachment D**. A resolution or other required authorization fulfilling the requirements detailed herein, including appointing the City's Mayor to sign the Agreement, and passed by the appropriate governing body of the City is attached hereto as **Attachment E**.

- (f) Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- (g) Governing Law and Venue. The Hopi Tribe expressly consents that this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The Hopi Tribe further expressly consents that absent written agreement signed by both Parties, any dispute regarding the terms of this Agreement or action to enforce this Agreement shall be maintained exclusively in Coconino County, Arizona.
- (h) Notices. All notices, requests and demands to be made hereunder to any party hereto shall be in writing and shall be delivered to the following notice e-mail addresses and, where applicable, physical addresses:

The Hopi Tribe
Lionel Puhuyesva, Director, Hopi Water Resources Program
LPuhuyesva@hopi.nsn.us
Catherine M. Wright
Office of General Counsel
Hopi Tribe
CWright@hopi.nsn.us
P.O. Box 123
Kykotsmovi, Arizona 86039

The City of Flagstaff
Michelle D'Andrea
City Attorney
mdandrea@flagstaffaz.gov
Josh Copley
City Manager
jcopley@flagstaffaz.gov
211 West Aspen Avenue
Flagstaff, Arizona 86001

Service of any notices issued pursuant to this provision shall be deemed delivered upon the date of sending an e-mail the date of hand-delivery to the notice addresses provided

herein or within three (3) business days of the date of mailing via U.S. mail, certified with return receipt requested, postage pre-paid, to the notice address herein. Any changes to the notice addresses detailed herein shall be conveyed in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date of passage of a resolution by the Parties unconditionally approving execution of this Agreement by an authorized representative.

The Hopi Tribe:

By: _____

Name: Herman G. Horanie

Its: Chairman

Approved as to form: _____

Catherine M. Wright, Office of General Counsel,
Hopi Tribe

The City of Flagstaff:

By: _____

Name: Jerry Nabours

Its: Mayor

Attest:

Elizabeth Burke, City Clerk

Approved as to form: _____

Michelle D'Andrea, City Attorney

ATTACHMENT A

Description of the Earthen Filtration System Project With Operation, Maintenance and Replacement Guidelines

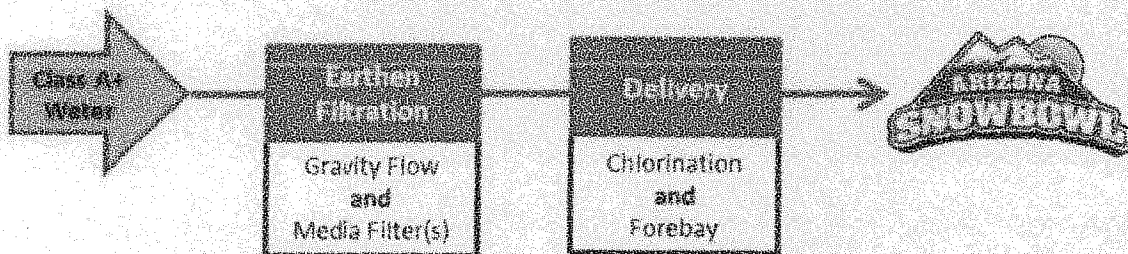
Attachment A

Attachment A is a description of (1) the Earthen Filtration System (EFS) to be constructed at Thorpe Park, (2) the Media Filter(s) to be included as part of the EFS, (3) the anticipated Operation, Maintenance & Replacement (OM&R) for the Media Filter(s), (4) reporting requirements, and (5) the anticipated construction schedule for the EFS.

1. Earthen Filtration System

Earthen filtration is the use of natural materials, such as local sands and gravel, to improve water quality. The hydraulics of moving water by gravity through an earthen system of porous media is used worldwide in residential, commercial, industrial and storm water settings. Adding a media vault at the entrance of an earthen filtration system (EFS) is a relatively unique application; although media systems are frequently used in storm water gravity flow applications.

In cooperation and consultation with the Hopi Tribe, the City hired HDR Engineering, Inc. to evaluate and test certain media filters that could be used in combination with a passive earthen filtration system to further polish the City's reclaimed water at Thorpe Park. The term polish, as used in this Agreement, refers to water treatment that may further reduce certain constituents above and beyond state and federal regulatory requirements. Although no target water quality levels are required by the Agreement or by use of the EFS, the parties identified media to be included in the EFS that might further reduce the nitrate concentrations, phosphate concentrations, and some Contaminants of Emerging Concern (CECs). CEC's are constituents in water that are not currently regulated by specific state or federal regulation. The EFS for the Thorpe Park site will be designed to incorporate the media filters selected by the parties as provided in this Attachment, however contingent on modifications as may be identified at the 30% design stage.



A conceptual process diagram for the EFS is provided as Figure 1.

Figure 1 – Earthen Filtration Configuration

Flow Schematic

To more closely resemble a natural system, a schematic diagram (Figure 2) was developed based on assumptions about available pressure at the Thorpe Park reclaimed water metering station. The schematic is based on a maximum flow rate of 2.25 MGD, assuming seasonal usage and diurnal (off/on) flow, requiring frequent start-up and shut-down capabilities and the ability to "mothball" the system annually.

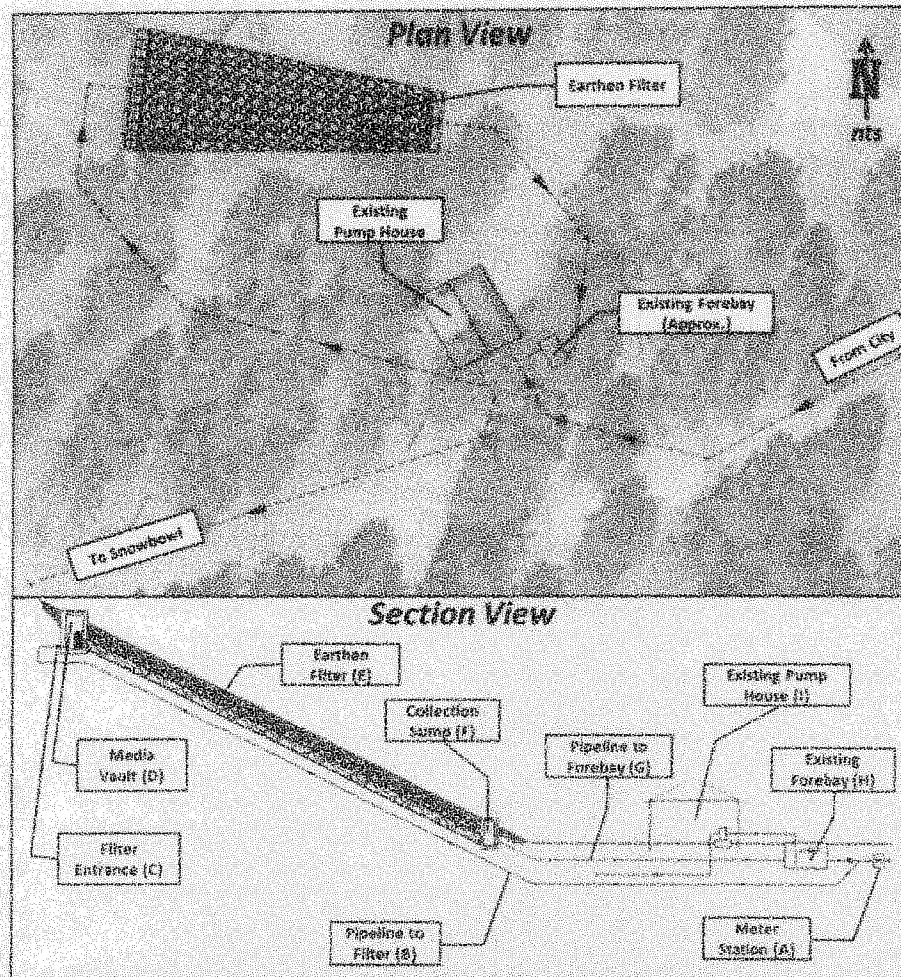


Figure 2 – Earthen Filtration Schematic with Gravity Delivery

The schematic flow includes:

- A. **Meter Station.** A diversion would be installed near the existing meter station at Thorpe Park. System pressure at this point is assumed to be approximately 60 psi based on discussion with City staff. This pressure is likely sufficient to allow the EFS to operate via gravity.
- B. **Pipeline to Filter.** A 12-inch pipeline (PVC or ductile iron) would be installed to convey reclaimed water from the meter station to the earthen filter.
- C. **Filter Entrance.** The entrance would be located up-hill from the meter station and existing pump house, at an elevation sufficient to create a gravity flow hydraulic grade-line through the earthen filter to the existing forebay.
- D. **Media Vault.** The first portion of the EFS would be a concrete media vault. The vault will be sized based on the loading rate characteristics of the selected media, currently assumed to have an 80 ft vertical cross section. Media testing was conducted in late 2015 to determine the selected media. Based on the results of Phase 1 and Phase 2 testing, the Dow Marathon Resin, an ion exchange media, was selected for the reduction of nitrogen and phosphorous constituents. Dow Marathon Resin is also effective at reducing many of the contaminants of emerging concern (CEC) found in reclaimed water. The media testing also indicated that granular activated carbon (GAC) may be a beneficial addition to the media vault for reduction of some CEC's. The optimal combination of Dow Marathon Resin, with or without the addition of a GAC media, will be determined during the design phase.

- E. **Earthen Filter.** The earthen filter will be a buried, trapezoidal cross-section conduit. The final materials of construction will be determined during the design phase and will include a combination of concrete and/or geo-membrane materials to assure watertightness and ease of access during maintenance activities. The earthen materials (gravel and rock material) can be locally sourced. Care will be taken to ensure that the materials are inert (will not leach unwanted materials into the water flow) and have sufficient grading and porosity to not constrict gravity flow. The size and length of the earthen filter portion will be determined during the design phase to optimize flow through the system from the outlet of the media vault to the pipeline conduit leading to the pump station.
- F. **Collection Sump.** A concrete vault will be installed at the downstream end of the earthen filter to collect the polished water for delivery to the forebay.
- G. **Pipeline to Forebay.** A 12-inch pipeline (PVC or ductile iron) would be installed to convey the polished water from the earthen filter to the forebay.
- H. **Forebay.** Two design options are under consideration. Option 1 is to re-configure the existing surge protection vault to serve as a forebay for the primary booster pumps. Option 2, if feasible, is to size the Pipeline to Forebay to serve as the source point for the booster pumps, which would operate under a lower source pressure than their current operation (running off of the current reclaimed water system line pressure).
- I. **Pump House.** The existing pump house will be re-purposed to pump from the converted forebay or as a modified in-line operation (similar to current operation). A chlorine addition system will be installed at the pump house to provide additional disinfection for the water to be delivered to Snowbowl.

The specific configuration, sizing, and operation of this system will need to be developed based on the City's unique site constraints. Construction of a by-pass pipeline will be necessary in the event of emergency or maintenance.

Operations and Maintenance

Operation of the system is intended to be passive, utilizing existing line pressure to drive flow to and through the media vault with gravity flow back to the pump station. Media performance will be managed through periodic off-site regeneration or replacement, depending on subsequent cost analysis during the design phase.

To facilitate regeneration activities, the media will be housed in self-contained steel vessels within the overall vault. For the Dow Marathon Resin, it is assumed that at least three vessels will be installed and operated as a lead-lag-spares configuration. Primary flow will be rotated to each vessel when it is serving as the lead vessel. Most contaminant reduction will occur in the lead vessel, with the lag vessel serving as a back-up process to assure treatment when the media in the lead vessel reaches break-through (the moment where a removed constituent begins to be re-released into the water after the treatment capacity of the media is exhausted).

The spare vessel(s) will be held in stand-by mode until break-through occurs in the lead vessel. At that point, the lead vessel will be taken offline for regeneration or replacement of the media, the lag vessel will become the lead vessel, and the spare vessel will become the lag vessel. This rotation will occur each month that the City is operating the EFS to deliver reclaimed water to Snowbowl. The design phase will target sizing of the steel vessels to attain an approximate one-month duration of lead operation per vessel. For a typical four-month operating season, there will be four, single-vessel regenerations or replacements per year.

If a GAC media is recommended for inclusion during the design phase, its configuration is anticipated to be slightly different, based on input from manufacturers. The current assumption is that a total of at least eight carbon vessels will be required; operating in parallel sets with a combination of lead vessels and spare vessels. Based on initial manufacturer input, three of the eight vessels would be regenerated or replaced each month that the City is operating the EFS to deliver reclaimed water to Snowbowl. For a typical four-month operating season, a total of twelve individual vessel regenerations or replacements would be conducted per year.

Monitoring of the system will be predominately through periodic site visits to check the system, verify operating conditions, and conduct flow monitoring. When the EFS is continuously operated at full capacity, maintenance is anticipated to be performed on a monthly basis coincident with the media change-outs.

Media change-out / regeneration is expected to be conducted by a contractor. Routine monitoring and maintenance as well as operation of the chlorine system is anticipated to be performed by City staff, equivalent to 0.25 FTE.

Reporting

Annual reporting as required under the Agreement shall include (1) the volume of reclaimed water polished by the EFS, (2) the number of media change-outs and dates thereof, (3) statement of operational issues encountered with the EFS, if any, and (4) statement of costs. No water quality testing for state or federal regulatory compliance purposes will be conducted at the EFS site.

Schedule

System construction is estimated to require approximately four months. A timeline is provided as follows. The durations below are presented in calendar months from issuance of NTP for the design phase.

- Media Testing – Completed December 2015
- 30% Design – 90 days after design NTP
- 100% Design – 180 days after design NTP
- Bidding and Procurement – 270 days after design NTP
- Construction Complete – 450 days after design NTP

The system will be in service for the winter 2017-2018 season.

ATTACHMENT B
FORM OF ANNUAL REPORT

ATTACHMENT B

FORM OF ANNUAL WINTER SEASON OM&R REPORT TO THE CITY COUNCIL (November to February)

- A. EFS Seasonal Start-Up/Actions Taken.
- B. Volume of reclaimed water delivered.
- C. Operation and Maintenance schedule (Media Change-Out and Media details).
- D. Maintenance tasks encountered and actions taken.
- E. Chlorine Residual Concentration.
- F. OM&R Costs.
- G. Revenue for reclaimed water sale
- H. EFS End of Season/Actions Taken.

ATTACHMENT C

FORM OF NOTICE OF DISMISSAL

Catherine M. Wright, AZ Bar No. 012007

THE HOPI TRIBE

Office of General Counsel

P.O. Box 123

Kykotsmovi, Arizona 86039

Telephone: (928) 734-3145

Electronic Mail: CWright@hopi.nsn.us

Michael D. Goodstein (*Pro Hac Vice*) / DC Bar No. 469156

HUNSUCKER GOODSTEIN & NELSON PC

5335 Wisconsin Avenue NW, Suite 360

Washington, DC 20015

Telephone: (202)895-5380

Electronic Mail: mgoodstein@hgnlaw.com

Attorneys for Plaintiff Hopi Tribe

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

THE HOPI TRIBE, a federally recognized
Indian Tribe,

Plaintiff,

vs.

THE CITY OF FLAGSTAFF, ARIZONA, a
municipal corporation,

Defendant.

NO. CV2011-00701

**NOTICE OF DISMISSAL
WITH PREJUDICE**

(Assigned to the Honorable
Mark R. Moran)

THE CITY OF FLAGSTAFF, ARIZONA, a
municipal corporation,

Third-Party Plaintiff,

vs.

ARIZONA SNOWBOWL RESORT
LIMITED PARTNERSHIP, an Arizona
limited partnership,

Third-Party Defendant.

Pursuant to Rule 41(a)(1)(A), Arizona Rules of Civil Procedure, Plaintiff The Hopi Tribe ("Plaintiff") hereby gives notice that it dismisses its claims against Defendant The City of Flagstaff, Arizona ("Defendant") in the above-captioned matter, with prejudice, with each party to bear its own attorneys' fees and costs.

This Notice pertains only to Plaintiff and Defendant. Claims between Third-Party Plaintiff and Third-Party Defendant are still pending.

RESPECTFULLY SUBMITTED this ____ day of _____, 2016.

THE HOPI TRIBE

By: _____
Catherine M. Wright
Office of the General Counsel
Hopi Tribe
P.O. Box 123
Kykotsmovi, Arizona 86039

Michael D. Goodstein (*Pro Hac Vice*)
HUNSUCKER GOODSTEIN & NELSON PC
5335 Wisconsin Avenue NW, Suite 360
Washington, DC 20015
Telephone: (202)895-5380
Electronic Mail: mgoodstein@hgnlaw.com

Attorneys for Plaintiff

COPIES of the foregoing mailed this
_____ day of _____, 2016:

Jack Klecan

RENAUD COOK DRURY MESAROS, PA

One North Central, Ste. 900

Phoenix, Arizona 85004-4117

Attorneys for Defendant

The City of Flagstaff, Arizona

Lee A. Storey

Sara V. Ransom

THE STOREY LAWYERS, PLC

6515 N. 12th Street, Suite C

Phoenix, Arizona 85014

Attorneys for Third Party Plaintiff

The City of Flagstaff, Arizona

Paul Johnson

JENNINGS STROUSS & SALMON PLC

1 E. Washington Street, Suite 1900

Phoenix, Arizona 85004

Attorneys for Third Party Defendant

Arizona Snowbowl Resort Limited Partnership

ATTACHMENT D

HOPÍ TRIBAL COUNCIL RESOLUTION

HOPI TRIBAL COUNCIL
RESOLUTION
H-027-2016

WHEREAS, the Constitution and By-Laws of the Hopi Tribe, ARTICLE VI-POWERS OF THE TRIBAL COUNCIL, SECTION 1(a), authorizes the Hopi Tribal Council "To represent and speak for the Hopi Tribe in all matters for the welfare of the Tribe, and to negotiate with the Federal, State and local governments, and with the councils or governments of other tribes;" and

WHEREAS, the Hopi Tribe has lived in Northern Arizona for centuries and the San Francisco Peaks have played a central and essential role in Hopi culture, traditions, and way of life for centuries; and

WHEREAS, a number of years ago the City of Flagstaff (the "City"), over the longstanding objection of the Hopi Tribe, entered into a contract to sell reclaimed water to the Arizona Snowbowl Resort Limited Partnership (the "Snowbowl") for use in making artificial snow on the Snowbowl ski area on the San Francisco Peaks; and

WHEREAS, over the longstanding objection of the Hopi Tribe, the U.S. Forest Service and the Arizona Department of Environmental Quality ("ADEQ") have approved the making of artificial snow from reclaimed water on the San Francisco Peaks; and

WHEREAS, on August 1, 2011 the Hopi Tribe filed suit against the City alleging a public nuisance and seeking to prevent the sale of reclaimed water by the City to the Snowbowl for snowmaking at the Snowbowl ski area; and

WHEREAS, the City asserts in the suit that the sale of reclaimed water by the City to Snowbowl was already fully considered and approved during the environmental review and permitting process, and

HOPI TRIBAL COUNCIL
RESOLUTION
H-027-2016

- WHEREAS, the Hopi Tribe continues to object to the snowmaking at Snowbowl and the sale of reclaimed water by the City to Snowbowl; and
- WHEREAS, in settlement of the Hopi Tribe's suit the City has agreed to construct and operate an additional treatment system in Thorpe Park for the reclaimed water being sold by the City to the Snowbowl; and
- WHEREAS, the Hopi Tribe Water Resources Program has evaluated the additional treatment system proposed by the City and determined that it will substantially improve the quality of the reclaimed water sold by the City to Snowbowl; and
- WHEREAS, the settlement agreement between the Hopi Tribe and the City provides that the City will construct and properly operate and maintain so long as the City provides reclaimed water to Snowbowl for snowmaking, at no cost to the Hopi Tribe, an additional Earthen Filtration System ("EFS") at Thorpe Park, with a media filter to be determined in consultation with the Hopi Tribe Water Resources Program; and
- WHEREAS, the settlement between the Hopi Tribe and the City will also require the City to provide the Hopi Tribe with periodic status reports on the quality of the City's reclaimed water and the operation of the EFS that demonstrate the City's compliance with the terms of the proposed settlement agreement and other applicable water quality standards; and
- WHEREAS, the Hopi Tribe will continue to oppose snowmaking on the San Francisco Peaks; and

HOPI TRIBAL COUNCIL
RESOLUTION
H-027-2016

WHEREAS, the Hopi Tribal Council has reviewed the attached SETTLEMENT AGREEMENT BETWEEN THE HOPI TRIBE AND THE CITY OF FLAGSTAFF (the "Settlement Agreement"); and

WHEREAS, the Hopi Tribal Council has determined that a settlement as outlined in the proposed Settlement Agreement will reserve the Hopi Tribe's rights to continue to oppose snowmaking on the San Francisco Peaks, except as expressly provided regarding settlement of the public nuisance claim and related claims brought against the City; and

WHEREAS, the Hopi Tribal Council has determined that entering a settlement with the City as outlined in the attached Settlement Agreement serves the best interests of the Hopi Tribe at this time.

NOW THEREFORE BE IT RESOLVED that the Hopi Tribal Council hereby approves the terms of the settlement with the City as outlined in the attached proposed Settlement Agreement, including the provisions 9 and 10(g) of the Settlement Agreement regarding jurisdiction, governing law and venue:

Jurisdiction. Solely for purposes of the implementation and enforcement of this Agreement, the Hopi Tribe expressly waives its sovereign immunity from suit and consents to the exclusive jurisdiction of the state courts of Arizona. To the extent the City has sovereign immunity from suit from the Hopi Tribe seeking to implement or enforce this Agreement, the City expressly waives its sovereign immunity from suit. Each Party further expressly agrees that any disputes or actions taken by the Parties related to or pursuant to this Agreement are subject to the exclusive jurisdiction of the state courts of Arizona. In particular, the Hopi Tribe agrees that, as a result of the exclusive jurisdiction of the state courts of Arizona, the Hopi Tribe may not and will not require the exhaustion of tribal administrative remedies, or apply to any other state court, federal court, regulatory authority, administrative agency, tribunal or other governing body, including but not limited to tribal courts, to seek any form of relief regarding the implementation or enforcement of this Agreement.

HOPI TRIBAL COUNCIL
RESOLUTION
H-027-2016

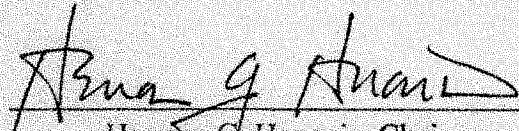
Governing Law and Venue. The Hopi Tribe expressly consents that this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The Hopi Tribe further expressly consents that absent written agreement signed by both Parties, any dispute regarding the terms of this Agreement or action to enforce this Agreement shall be maintained exclusively in Coconino County, Arizona.

BE IT FINALLY RESOLVED that the Hopi Tribal Council hereby authorizes the Chairman of the Hopi Tribe, or his designee, to execute the Settlement Agreement with the City.


HOPI TRIBAL COUNCIL
RESOLUTION
H-027-2016

CERTIFICATION

The foregoing resolution was adopted by the Hopi Tribal Council on February 24, 2016 at a meeting at which quorum was present with a vote of 14 in favor, 0 opposed, 0 abstaining (Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by ARTICLE VI-POWERS OF THE TRIBAL COUNCIL SECTION 1(a) of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, as ratified by the Tribe on October 24, 1936, and approved by the Secretary of Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said resolution is effective as of the date of adoption and does not require Secretarial approval.


Herman G. Honanie, Chairman
Hopi Tribal Council

ATTEST:


Maxine Wadsworth, Tribal Secretary
Hopi Tribal Council

ATTACHMENT E

CITY OF FLAGSTAFF COUNCIL ACTION

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Reid Miller, Sr. Project Manager
Co-Submitter: Jeff Bauman
Date: 02/11/2016
Meeting Date: 03/08/2016



TITLE:

Continuation of Discussion of Disabled-Accessible Parking in Downtown

RECOMMENDED ACTION:

The report is for information only.

Executive Summary:

Staff made a brief presentation to City Council on December 15, 2015 about Accessible Parking in the Downtown. At the meeting, members of the Flagstaff Community Disability Support Group expressed some concerns about the current signing and striping in some of the City owned parking lots. At the request of City Council, staff is reporting back with a brief presentation of corrections that are being made to address those concerns. One parking lot that was specifically discussed was the Leroux Street parking lot. Staff will present some options for Council to consider on revising the layout of that lot.

Financial Impact:

There are costs associated with:

1. Signage
2. Striping
3. Leroux Parking Lot and adjacent alley paving, signing and striping

Total cost will be determined after Council direction is given regarding level of improvements desired.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

REGIONAL PLAN:

LU.10.2

Previous Council Decision on This:

Staff made a brief presentation to City Council on December 15, 2015 about Accessible Parking in Downtown.

Options and Alternatives:

Options/Alternatives for the configuration of the Leroux Street parking lot will be presented for consideration.

Community Involvement:

Inform
Consult
Involve
Collaborate

Attachments: Disabled Accessible Parking in Downtown



Accessible Parking

Downtown Flagstaff

Presenter: Reid Miller, Transportation Engineering Project Manager



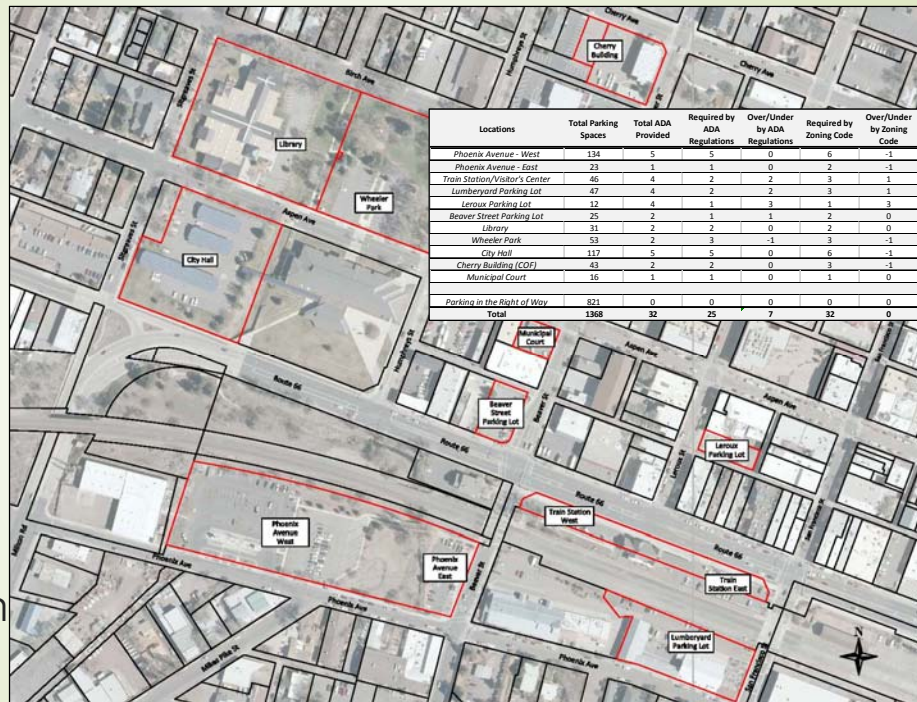
Overview

- ▀ Introduction/Previous City Council Meeting
- ▀ Changes Made
- ▀ Pending Changes
- ▀ Leroux Lot Options
- ▀ Leroux Lot Financial Impacts
- ▀ Council Recommendation

Previous Comments From City Council

- Work with the Disability Awareness Commission (DAC)
- Work with former Council Member, Al White
- Considerations for restriping Leroux as all ADA
- Police Officers parking in hatched area
- Revise signs in the City lots to avoid confusion

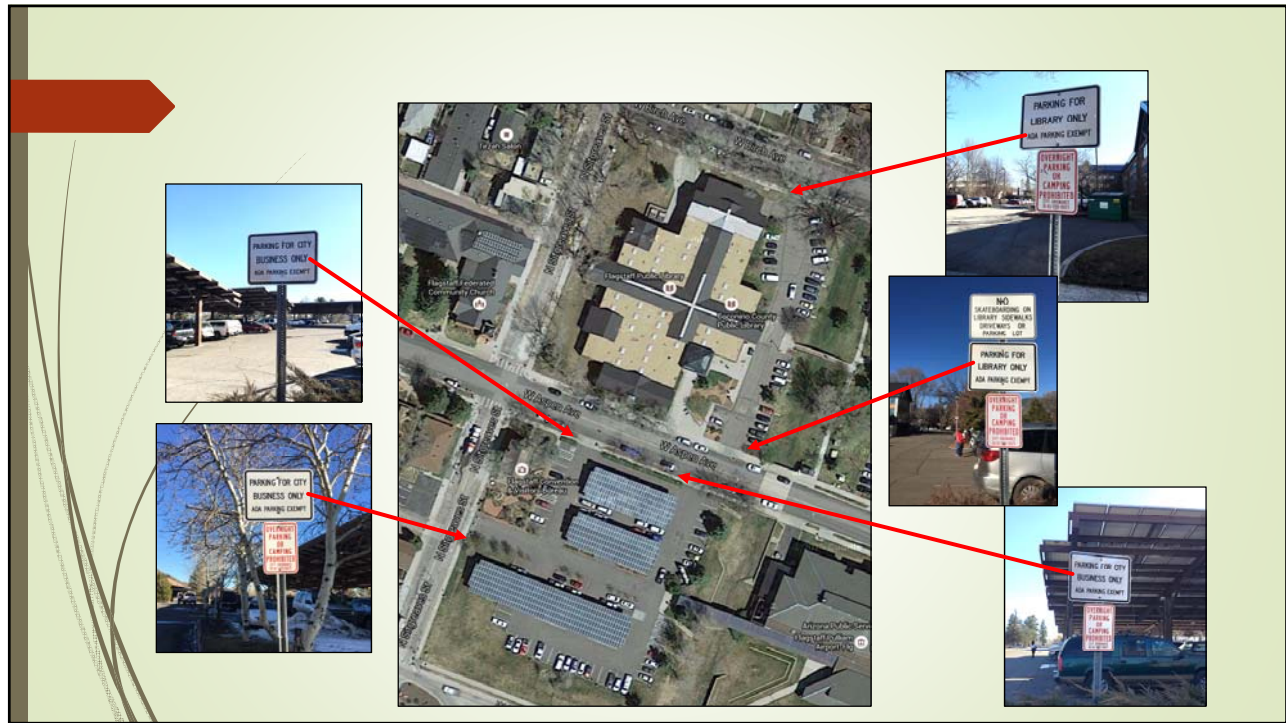
Available
Parking
Downtown



Available Parking Downtown Cont.

Locations	Total Parking Spaces	Total ADA Provided	Required by ADA Regulations	Over/Under by ADA Regulations	Required by Zoning Code	Over/Under by Zoning Code
<i>Phoenix Avenue - West</i>	134	5	5	0	6	-1
<i>Phoenix Avenue - East</i>	23	1	1	0	2	-1
<i>Train Station/Visitor's Center</i>	46	4	2	2	3	1
<i>Lumberyard Parking Lot</i>	47	4	2	2	3	1
<i>Leroux Parking Lot</i>	12	4	1	3	1	3
<i>Beaver Street Parking Lot</i>	25	2	1	1	2	0
<i>Library</i>	31	2	2	0	2	0
<i>Wheeler Park</i>	53	2	3	-1	3	-1
<i>City Hall</i>	117	5	5	0	6	-1
<i>Cherry Building (COF)</i>	43	2	2	0	3	-1
<i>Municipal Court</i>	16	1	1	0	1	0
<i>Parking in the Right of Way</i>	821	0	0	0	0	0
Total	1368	32	25	7	32	0

Changes Made To Date



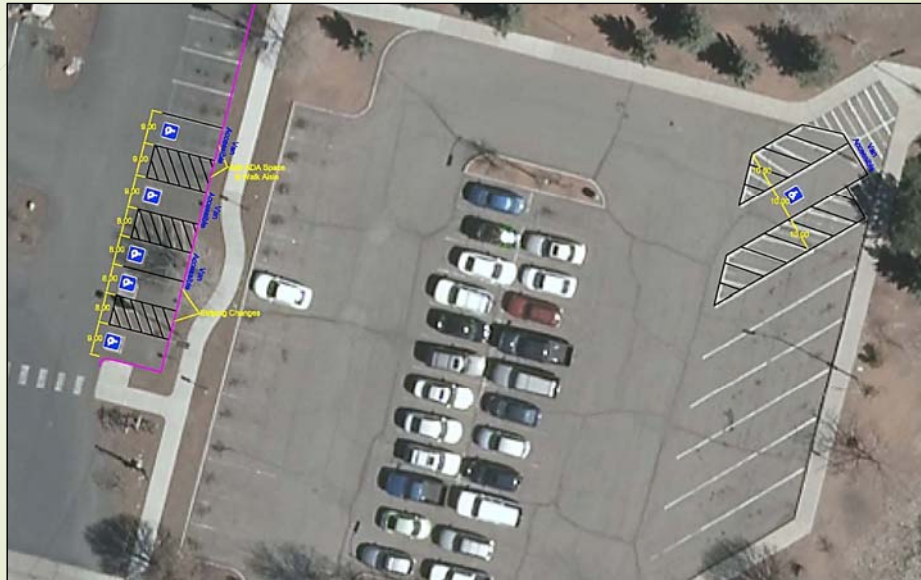
Pending Changes



➤ Municipal Court Parking Lot

Phoenix Lot - West

- Added 1 Space
- and
- Striping Changes



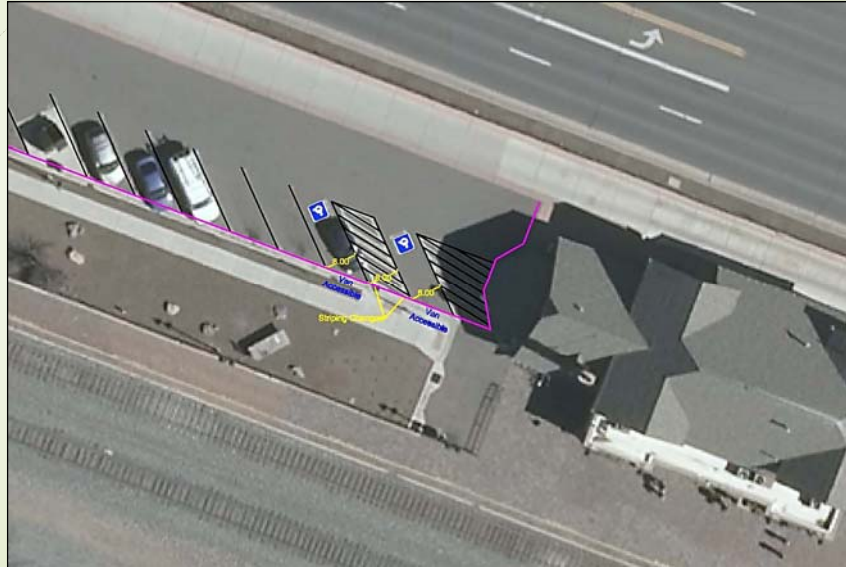
- Added 1 Space
- and
- Striping Changes

Phoenix Lot - East



Train Station Lot - West

Striping
Changes



Train Station Lot - East

Striping
Changes



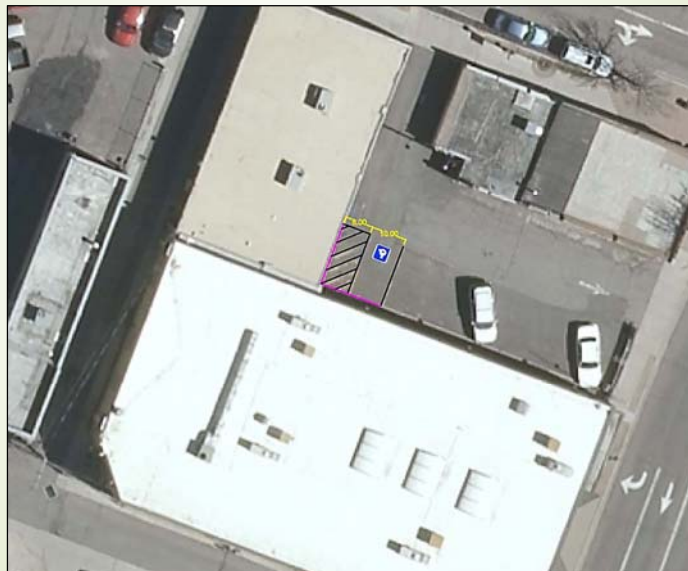
Lumberyard Lot

■ Striping
Changes



Municipal Court Lot

■ Striping
Update





Library Lot

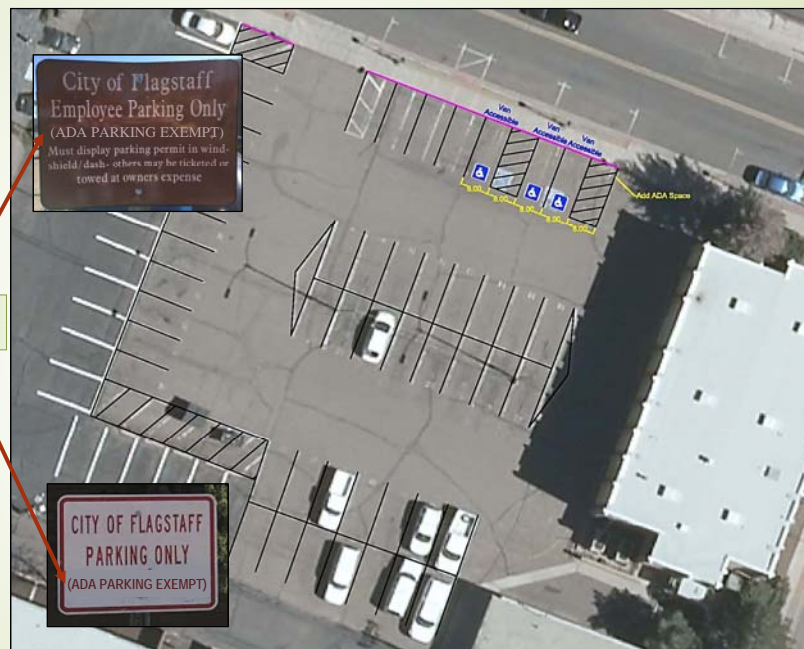
- Striping Changes



- Add 1 Space
- and
- Striping Changes

Add Text to Signs

Cherry Lot



Summary of Totals

Locations	Total Parking Spaces	Total ADA Provided	Required by ADA Regulations	Over/Under by ADA Regulations	Required by Zoning Code	Over/Under by Zoning Code
Phoenix Avenue - West	134	5	5	0	6	-1
Phoenix Avenue - East	23	1	1	0	2	-1
Train Station/Visitor's Center	46	4	2	2	3	1
Lumberyard Parking Lot	47	4	2	2	3	1
Leroux Parking Lot	12	4	1	3	1	3
Beaver Street Parking Lot	25	2	1	1	2	0
Library	31	2	2	0	2	0
Wheeler Park	53	2	3	-1	3	-1
City Hall	117	5	5	0	6	-1
Cherry Building (COF)	43	2	2	0	3	-1
Municipal Court	16	1	1	0	1	0
Parking in the Right of Way	821	0	0	0	0	0
Total	1368	32	25	7	32	0

► Totals Before Changes Are Made

► Totals After Proposed Changes Are Made

Locations	Total Parking Spaces	Total ADA Provided	Required by ADA Regulations	Over/Under by ADA Regulations	Required by Zoning Code	Over/Under by Zoning Code
Phoenix Avenue - West	134	6	5	1	6	0
Phoenix Avenue - East	23	2	1	1	2	0
Train Station/Visitor's Center	46	4	2	2	3	1
Lumberyard Parking Lot	47	4	2	2	3	1
Leroux Parking Lot	12	4	1	3	1	3
Beaver Street Parking Lot	25	2	1	1	2	0
Library	31	2	2	0	2	0
Wheeler Park	53	3	3	0	3	0
City Hall	117	6	5	1	6	0
Cherry Building (COF)	43	3	2	1	3	0
Municipal Court	16	1	1	0	1	0
Parking in the Right of Way	821	0	0	0	0	0
Total	1368	37	25	12	32	5

Leroux Lot Existing

Flagstaff Zoning Code

Angle ¹	Parking Row Depth	Drive Aisle Width		Space Width ²	Space Length
		One-way	Two-way		
	(A)	(B)	(C)	(D)	(E)
Parallel	9'	12'	20'	9'	20'
30°	17' ³	11'	24'	9'	20' ¹
45°	20' ¹	13'	24'	9'	20' ¹
60°	21' ¹	16'	24'	9'	20' ¹
Perpendicular	18' ¹	14' ³	24'	9'	18' ¹
Tandem (two spaces)	18'	14'	24'	9'	36' ¹

End Notes

¹Paved Parking Space Length (E) may be decreased by up to 1.5' by providing an equivalent vehicle overhang. This reduction may reduce the Parking Row Depth (A) by up to 1.5'; however, such overhangs shall not intrude into any required pedestrian walkways or landscaped areas or buffers.

²Space width shall be increased by 1' when adjacent to any object (including a curb) 6 inches or taller.

³Angles less than 30° can be used if it is shown by the project engineer that the angle and layout can work.

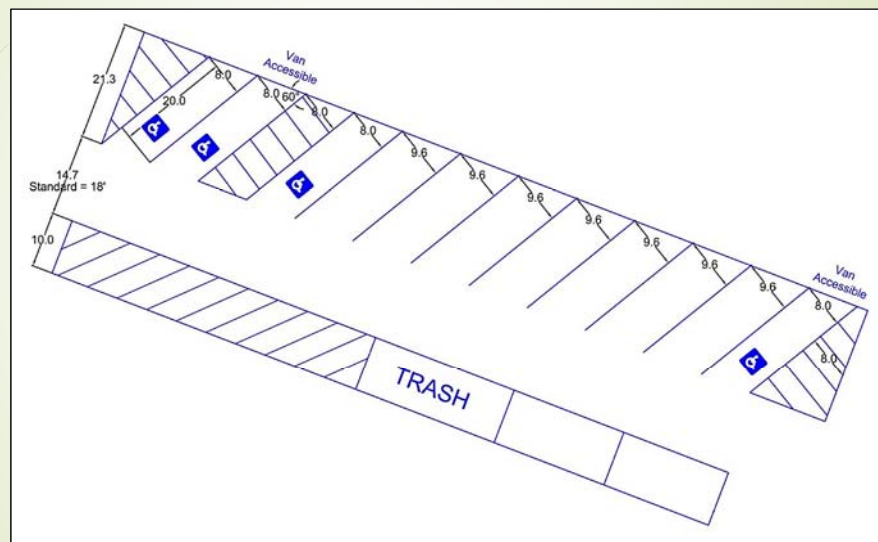
2. Covered off-street parking spaces shall not be less than 10 feet in width and 20 feet in length, and shall have a minimum vertical clearance of seven feet.

Figure A. Parking Lot Design

Leroux Lot Standard Options

Standard : Head-In 60 Degree

- 11 Spaces
- 4 ADA



Standard: Back-In 60 Degree

- 10 Spaces
- 4 ADA

Standard: See Quote Below

One solution is back-in angle parking. The biomechanics necessary to position a car into a back-in angle space is not much different than that required for parallel parking. Leaving the back-in angle space is no more different than pulling into the street. Without the need for a maneuver space, the back-in angle parking provides the necessary additional parking without the need for the excessive or unavailable ROW.

-John A. Nawn, P.E., PTOE

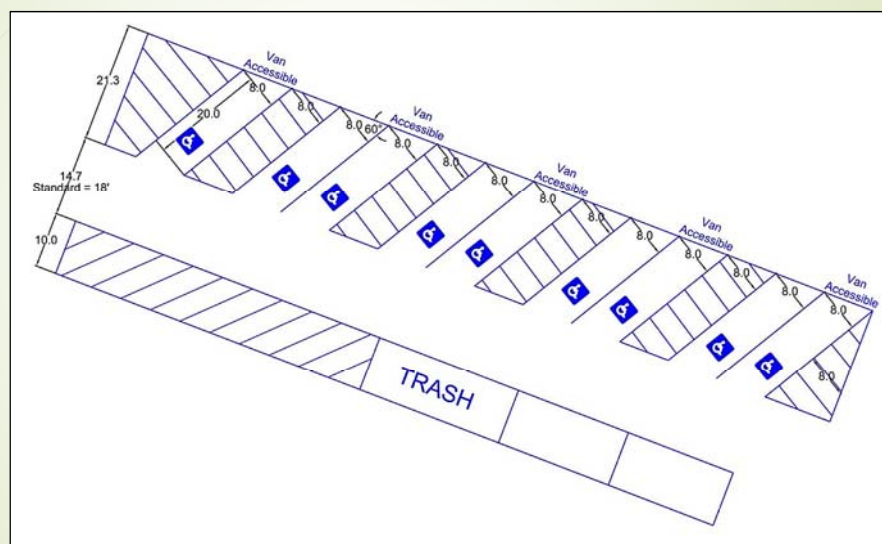
Leroux Lot

All ADA Options

All ADA: Head-In 60 Degree

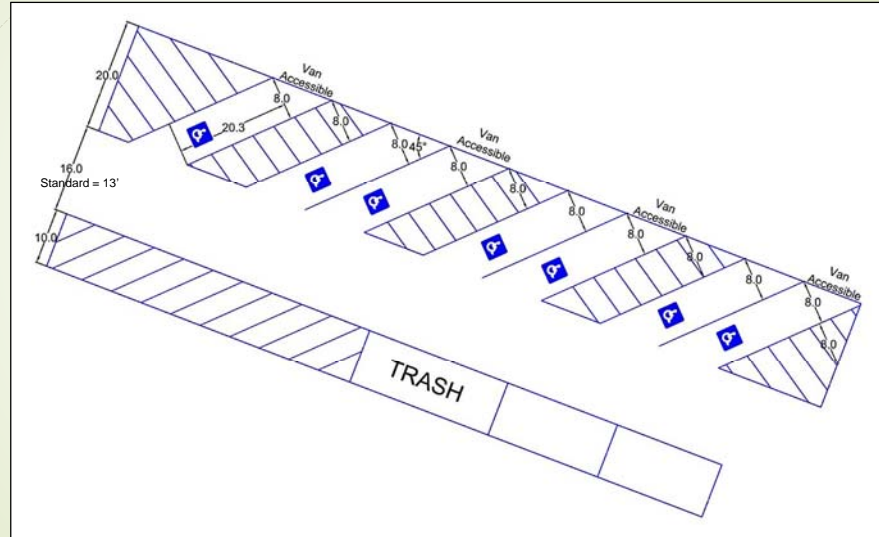
9 Spaces

9 ADA



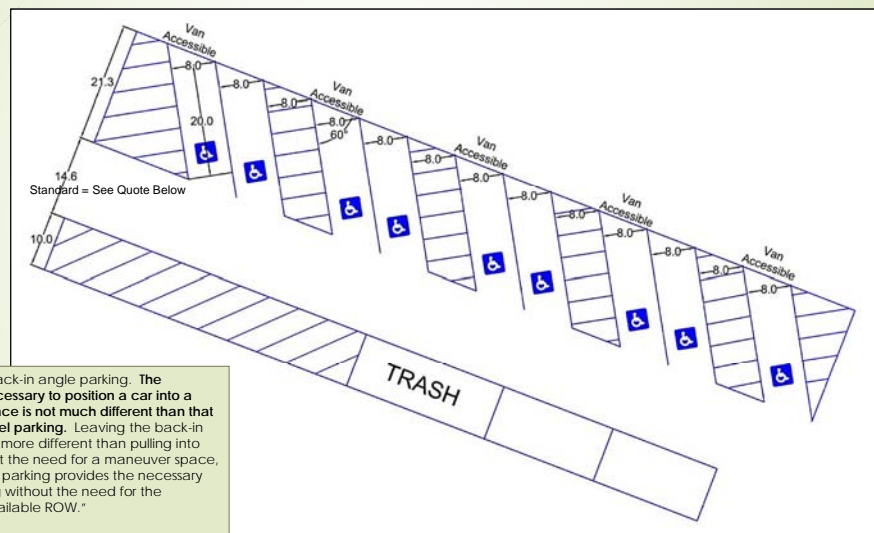
All ADA: Head-In 45 Degree

- 7 Spaces
- 7 ADA



All ADA: Back-In 60 Degree

- 9 Spaces
- 9 ADA



One solution is back-in angle parking. The biomechanics necessary to position a car into a back-in angle space is not much different than that required for parallel parking. Leaving the back-in angle space is no more different than pulling into the street. Without the need for a maneuver space, the back-in angle parking provides the necessary additional parking without the need for the excessive or unavailable ROW.

-John A. Nawn, P.E., PTOE

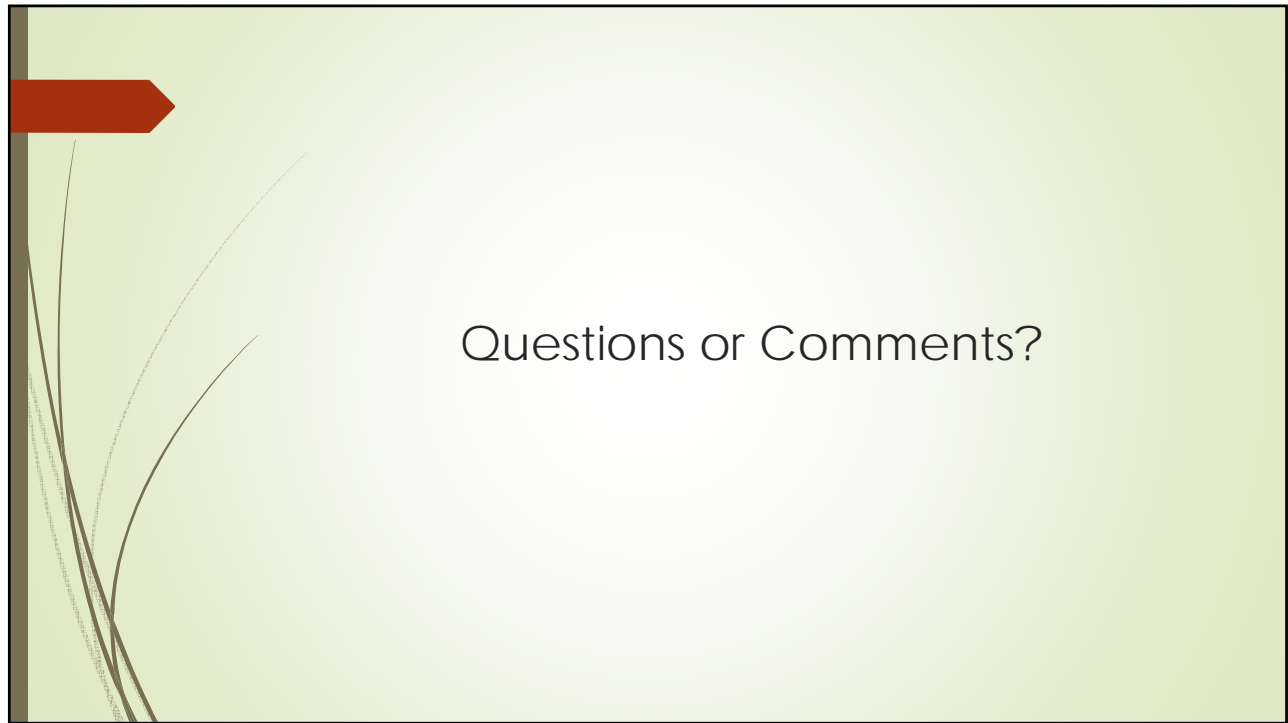
Leroux Lot Financial Impacts

- Remove and replace depressed section of asphalt
 - Capital Improvements agreed to issue a change order for the Leroux Waterline Project
 - Road Repair & Street Safety agreed to crack seal and chip seal the lot
- City Street Department agreed to restripe the lot per City Councils direction



City Council Considerations – Leroux Lot

- Standard Head-in 60 Degree Parking (increases total spaces by one, not to standard drive aisle width)
 - Or
- Standard Head-in 45 Degree Parking (decreases total spaces by one)
 - Or
- Standard Back-in 60 Degree Parking (total stays the same)
 - Or
- All ADA Head-in 60 Degree Parking (decreases total spaces by one, not to standard drive aisle width)
 - Or
- All ADA Head-in 45 Degree Parking (decreases total spaces by three)
 - Or
- All ADA Back-in 60 Degree Parking (decreases total spaces by one)



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Darr, Housing Director
Date: 02/29/2016
Meeting Date: 03/08/2016



TITLE:

Presentation and discussion concerning a potential Request for Proposals for 308 Elden (property designated for affordable housing near Sawmill)

DESIRED OUTCOME:

Receive presentation and provide direction on options pertaining to a potential Request for Proposals (RFP) for 308 Elden, a property designated for affordable housing near Sawmill. Staff will provide an overview of the property itself, an overview of neighborhood input and options for a RFP process. The work session is an opportunity for City Council to ask questions and provide direction to staff.

EXECUTIVE SUMMARY:

At the March 8 Council Work Session, staff will present for discussion possible RFP options associated with the Sawmill affordable housing property located at 308 Elden.

COUNCIL GOALS:

- Explore and adopt policies to lower the costs associated with housing to the end user.
- Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues
- Support and assist the most vulnerable

REGIONAL PLAN:

- Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
- Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.
- Goal LU.6. Provide for a mix of land uses.
- Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.
- Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.
- Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within suburban neighborhoods.
- Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks and light industrial areas to encourage efficient infrastructure and multimodal commuting.
- Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.
- Goal NH.3. Make available a variety of housing types at different price points, to provide housing

opportunity for all economic sectors.

- Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment and infill are compatible with and enhance overall community character.
- Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Goal ED.9. Promote redevelopment in infill as a well-established means to accomplish a variety of community economic, planning and environmental goals.

INFORMATION:

Attachments: [Elden Property Powerpoint](#)



Sawmill Affordable Housing Parcel

Sarah Darr
Housing Director
City Council Work Session
March 8, 2016

1

2

Overview

- Background and History
- Property Information
- Options
- Discussion and Direction

3

Background and History

- Deeded to City of Flagstaff for Affordable Housing purposes by Aspen Group as part of Sawmill Development Agreement process in mid-2000s
- Discussing options due to interest expressed by developers and timing of surrounding development
- Council requested neighborhood input on proposed uses



4



5

Property Information

- Size: 1.74 acres
- Zoning: Highway Commercial
- Irregular shape
- Access questions



6

What does the current zoning allow?

- **Highway Commercial (from Zoning Code)**
 - Appropriate for a full range of automobile-oriented services.
 - Development of commercial uses in addition to residential uses is encouraged to provide a diversity in housing choices, provided that residential uses are located above or behind commercial buildings

7

What does the current zoning allow?

Highway Commercial - continued

- Intended to provide for convenient, controlled access and parking
- Primarily in the commercial corridors of the City intended to make the City more attractive as a tourist destination while providing needed commercial activity

8

Categories of Permitted Uses in HC

- | | |
|-----------------------------|---|
| • <u>Automotive</u> | • <u>Manufacturing/industrial/warehousing</u> |
| • <u>Business/Office</u> | • <u>Medical</u> |
| • <u>Community Oriented</u> | • <u>Parking</u> |
| • <u>Education</u> | • <u>Recreation/Entertainment</u> |
| • <u>Restaurants</u> | • <u>Residential</u> |
| • <u>Lodging</u> | • <u>Retail</u> |
| | • <u>Services</u> |

9

Neighborhood Input

August 5, 2015 at Murdock Center

Neighborhood Meeting

- Held in partnership with Economic Vitality and Planning and Development Services
- All addresses within a 600 feet (more than 400)
- 10 people attended the meeting (not counting staff)
- Surveys provided at the meeting and made available for 2 weeks after the meeting at the Murdock Center
- **7 surveys returned**

10

Neighborhood Input

Overall, feedback was **in favor of future commercial development** as long as it assists the needs of the community and does not disrupt quality of life with nuisances such as:

- Noise
- High-rise buildings
- Traffic congestion
- Student centered developments

11

Neighborhood Input

Specifically **not** in
favor of:

- Industrial
- Automotive
- Medical
- Manufacturing
- Schools
- Drive-Throughs

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Neighborhood Input

Mixed reviews on:

- Housing
- Rec/Entertainment
- Restaurants
- Lodging
- Parking
- Retail
- Services

Interest in:

- Business/Office
- Community Oriented
- Residential

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What is the overall goal?

- Property must be used to benefit affordable housing
 - Land
 - Funding from sale or lease of land
- General Fund budget cuts since 2008 have equaled more than 55% to Housing Section programs and staff
- HUD funding cuts in recent years have been just as impactful
- **Maximize return for community benefit**

14

What are the options?

- Sell
- Long-term Commercial Lease
- Provide RFP requesting quotes for both
- Do nothing at this time

15

Housing

Why is there not an option for developing affordable housing on the site itself?

- Site capacity
- Maximization of return and community benefit

16

Questions to Keep in Mind

- Limit the use?
- Restrict density?
- Require affordable housing to be included?
 - Will most likely reduce price in all options
- Encourage mixed-use?

17

Option - Sell

- Has the potential of generating between \$500,000 and \$1 million in lump sum
- No long-term implications

18

Option - Long-term Commercial Lease

- Has the potential to generate between \$50,000 and \$100,000 per year in lease revenues
- This equates to \$700,000 - \$1.4 million in bonding capacity (4% for 20 years)

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Option – Long-term Commercial Lease

- Leases are common in commercial uses
- Lease income can increase over time given an annual adjustment
- If lease income used for bonding, City still owns the property at the end of 20 years and then can either apply the revenue to needs or re-bond at that time

20

Option – RFP Requiring quotes for both lease and sale

- A Request for Proposals can be issued requiring bidders to list prices **for both sale and long-term lease**
- Process could help determine value for both options in current market

21

Option – Do Nothing At This Time

- Continue to hold property as surrounding developments are completed and tenanted
- Re-visit options in the future

22

What could be done with funding generated?

Development

- Partner with developer to create additional housing
 - Rental
 - Homeless
 - Serial Inebriate
 - Other

23

What could be done with funding generated?

- Programing
 - ROSS type position
 - Re-instate down payment and closing cost program for households between 80%-125%
 - Replenish Incentive Fund
 - Fund partner efforts in community
 - Leverage other grant applications

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Summary

- Sale
 - Potentially \$500,000 - \$1 million
 - One time
- Long-term Lease
 - Potentially \$50,000 - \$100,000 in annual lease revenue
 - Ongoing
 - Bonding capacity \$700,000 - \$1.4 million
 - Lease revenue will increase over time

25

Housing Authority Board Recommendation

RFP for both lease and sale



26

Staff Recommendation

RFP for both lease and sale

- Will provide the greatest amount of feedback about the market and options
- Option one - Let potential user propose what project is/looks like
 - Industrial
 - Automotive
 - Medical
 - Manufacturing
 - Schools
 - Drive-Throughs
- Option two – Eliminate eligible uses opposed by neighborhood

27

Next Steps

- Receive direction
- Create and issue RFP if directed to do so



Questions and Discussion

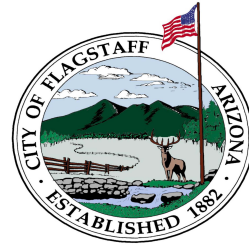
Thank you for your attention and input!

28

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 03/03/2016
Meeting Date: 03/08/2016



TITLE:

Report on Annual Lobbying Trip to Washington, D.C.

DESIRED OUTCOME:

Information Only

EXECUTIVE SUMMARY:

Each year a delegation of the Flagstaff City Council travels to Washington, D.C. to meet with members of Congress and federal agencies to discuss the City's interests. Meetings scheduled during the trip are guided by City Council's adopted goals and legislative priorities. This year Mayor Nabours, Councilmember Evans and Assistant to the City Manager joined the City's contract federal lobbyist, Bob Holmes, February 24 – 26 for this annual lobbying trip.

BACKGROUND:

The City of Flagstaff Intergovernmental Relations Program addresses legislative initiatives at the county, state, and federal levels, which follow annual legislative calendars. Each year the program mission is to develop and advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The 2016 Legislative Priorities provide a framework for the City's annual lobbying trip. Adopted annually, the City's Intergovernmental Guiding Principles and Legislative Priorities are the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

The City Council and City Manager's Office work closely with our legislative advocates in Washington, D.C., and Phoenix, as well as with the League of Arizona Cities and Towns to influence policy decisions that affect cities local control and local funding. The City contracts lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City contracts with Nexus Consulting, LLC for federal lobbying services.

INFORMATION:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels

- 5) Explore and adopt policies to lower the costs associated with housing to the end user
- 6) Provide a well-managed transportation system
- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues
- 10) Support and assist the most vulnerable
- 11) Ensure that we are as prepared as possible for extreme weather events

Attachments: [Recap of DC Trip](#)
 [Schedule - DC Trip](#)
 [Federal Priorities](#)

M*E*M*O*R*A*N*D*U*M

TO: Mayor and Council

FROM: Bob Holmes
Stephanie Smith

RE: Washington, DC Council Trip Re-cap

DATE: February 29, 2016

CC: Josh Copley
Barbara Goodrich
Shane Dille
Kathi Becker

Mayor and Council:

In lieu of the ordinary monthly report, we thought it would be advantageous to briefly summarize our meetings in Washington, DC in order to strategize and determine what steps we might pursue in order to be successful in our federal lobbying efforts.

The trip was very productive and achieved many of our goals. The issues we focused on included:

1. Rio de Flag, including funding of the 100 percent design (\$600,000) and timely completion of the LRR;
2. BNSF reversionary transfer legislation (H.R. 4601) that was introduced by Congressman Gosar and Congresswoman Kirkpatrick on February 24th;
3. Forest Health with regard to 4FRI and FWPP;
4. VA Home funding;
5. Navajo-Hopi Water Settlement negotiations, and;
6. Transportation priorities.

Here is a brief summation of each of the meetings and some potential action items to follow-up with the interested parties.

Under Secretary for Agriculture Robert Bonnie – Due to flight delays, we attended this meeting without Mayor Nabours and Councilmember Evans. Our asks from Undersecretary Bonnie were quite simple: Region 3 staff funding for continued implementation of the FWPP and quicker action by Good Earth on their task orders. He said he was frustrated by the

inaction by Good Earth and that they would entertain the possibility of allowing new contractors to bid on the work to speed up implementation. In contrast, we let him know that since the ROD was issued in October 2015 on FWPP that we are moving quickly on the project and by 2018 will have cleaned up more acreage on the 13,000 acre FWPP project than the 300,000 acre 4FRI project. We pointed out that we have valued our important relationship with the Forest Service and we've been able to leverage an additional \$2.5 million for the FWPP from the Forest Service, which has been incredibly helpful and successful. Undersecretary Bonnie would discuss Region 3 staff funding with the Regional Forester Cal Joyner to see what could be done but he said the additional \$10 million dedicated to the Southwest should be helpful and that staff is doing much more with much less these days. Undersecretary Bonnie made a big push for the fire prevention bill (that was introduced by Senator Wyden last year) and came very close to passing as important tool to help the Forest Service prevent fires as opposed to constantly battling them out west with suppression funding. In short, he was very enthusiastic about 4FRI and FWPP as models for the future. We stressed the importance of these projects succeeding lest these models won't be emulated nationally. He certainly understood the importance and implications of these projects.

Erica Rhoad, Majority Staff Director for the House Natural Resources Subcommittee on Public Lands and Environmental Regulations – The sole purpose of this meeting was to educate Erica about the reversionary interest on the TRAX land and to encourage her subcommittee to hold a hearing and mark-up (aka vote) on the legislation. She stated that while she couldn't make any promises it was her intention to hold a hearing and mark-up the bill by the August recess (that starts on July 29th). This is very good news as nearly a thousand bills are referred to the Committee each year and less than 100 make it to a vote in committee.

Congresswoman Ann Kirkpatrick and Ken Montoya of her staff – We are extremely fortunate to have Congresswoman Kirkpatrick representing us. She continues to be a tireless and successful advocate for the City. In the meeting, we thanked her for her efforts in obtaining \$1.25 million in FY 2016 workplan funding for Rio de Flag and for questioning General Bostic and Assistant Secretary (ASA) Darcy in the House Transportation and Infrastructure Committee in which General Bostic committee to a "three-level concurrent review" (Region, HQ and ASA) of the LRR that could save months in completing the final document. We discussed the importance of forest health and pushing for quicker action on 4FRI and contrasted it with the success we have been having on FWPP. She clearly understood our frustration and we pressed her on pushing Good Earth to either finish their task orders or allowing new contractors to complete the work. Ken mentioned that they were meeting with Colonel Gibbs next week. I've already sent him a memo detailing the ask to Colonel Gibbs, which, in short, is expedited completion of the LRR (with the \$125,000 designated to it in the FY 2016 workplan) and \$600,000 to complete the 100 percent design this year either through reprogrammed or new funds within the district, reprogramming part of our \$1.25 million work plan funds, accelerated and/or contributed funds from the City (which may or may not be reimbursable or count

towards our five percent cash contribution), or through direct/indirect contracting with our design firm, TetraTech. Finally, we discussed with Ken the importance of a VA home in Flagstaff. We told her how the City made great strides since discussing this with her last year by designating the land and being very close to securing the state match of \$10 million. She was very encouraged by these developments and stated that she would help us obtain the necessary federal funds to complete the project and would ensure that we will now be listed as Priority 1 on the VA's priority list.

Senator John McCain and Nick Matiella, Jeremy Hayes and Austin Kennedy of his staff –

Senator McCain was very gracious with his time and supportive of our projects. We first discussed forest health with him and our frustrations with how little has been done by Good Earth on 4FRI. He stated that he would talk to folks within the Forest Service about this and directed Nick of his staff to look into this further. We also had the opportunity to discuss our frustrations with Rio de Flag and thanked him for his letter to the Senate Energy and Public Works (EPW) Committee in support of an increased authorization for Rio de Flag. He was upset about how long it was taking to get the LRR and said he would use his position as Chairman of the Senate Armed Services Committee to question the proposed Secretary of the Army about the long delays in completing the document. We also educated Senator McCain about H.R. 4601, the BNSF reversionary interest transfer legislation. Specifically, we asked him to attach the bill to his committee's National Defense Authorization Act (NDAA), which is must-pass legislation in his committee. He stated that non-defense related bills couldn't be attached to the base bill (which the BNSF bill clearly is not). However, we were able to successfully tie-in the fact that the Camp Navajo provision that will be a part of the bill uses the same rail line where our problem lies. He responded: "That's good enough for me," and went on to explain that he had a 95 percent chance of attaching it to the final bill. That is probably too rosy a picture but Senator McCain is a powerful Chairman so I know he will do everything he can to help. We finally discussed the Veterans home and he expressed support for the project and stated that the one place that there is ample money is in the veteran's budget. Finally, we thanked him for jumpstarting the Navajo-Hopi water settlement talks again and we looked forward to participating in the talks at ADWR on Monday, March 28th.

Congressman Paul Gosar – Like Congresswoman Kirkpatrick, Congressman Gosar continues to be one of our strongest allies. We began by thanking him for his introduction of the BNSF legislation, H.R. 4601, and told him that the Committee was hopeful that it could hold a hearing and mark-up the bill by the August recess. We also filled him in about our conversation with Senator McCain in which he expressed support to attach this provision to the NDAA bill. He was encouraged by both of these developments. We also thanked him for his help on forest health issues and he stated that he would continue to press this issue on the House Natural Resources Committee. We mentioned our frustration with the slow pace of Good Earth on their task orders and he stated that he was going to be meeting with Forest Service Chief Tidwell and will discuss this with him. We mentioned to him the great progress we have made with FWPP and the important partnership and funds from the Forest Service. Finally, we discussed the importance of the VA home in Flagstaff and the important progress we have been making on that front. Finally, we thanked the

congressman for his letter and support for the \$1.25 in FY 2016 work plan funding for Rio de Flag and our continuing struggles with the Corps in completing the LRR. He stated that they were meeting this week with Colonel Gibbs and he would ask for a progress report regarding the LRR.

Bradd Schwichtenberg, Deputy Civil Chief of the South Pacific Division of the Army Corps –

Our goal was twofold in this meeting: to press for \$600,000 to complete the 100 percent design this year for Rio de Flag and press for expedited completion of the LRR. We began by thanking him for his support in helping us obtain the \$1.25 million in the FY 2016 workplan. We asked him to fund the 100 percent design using four potential resources: unallocated FY 2016 funding, reprogrammed funds, reallocating Rio work plan funds to the design, or accelerated/contributed funds (which the City may or may not receive credit for as part of its cash contribution). Bradd stated that there were no unallocated funds and that reprogramming funds has become increasingly difficult in this environment and has become a long, cumbersome process. He also stated that since the work plan was specific as to what was to be funded, he said it would be difficult to transfer funds within the project. He suggested that the city look into funding it through accelerated/contributed funds. That may be our best and only option. He also stated that the LRR will be completed by September 2016 despite the fact that General Bostic stated in response to a question from Congresswoman Kirkpatrick in the House Transportation and Infrastructure Subcommittee on Water Resources and the Environment that the Region, Headquarters and ASA would be conducting a “three-level review.” We stressed the importance of finishing the 100 percent design this year so that we can remove contingencies on the project and push the BCR above 1:1 (the LRR currently has the project at about .94:1 and most projects don't qualify unless they are above parity). He understood the predicament and, again, suggested that the quickest way to do it would be to accelerate or contribute funds from the City. We mentioned the fact that we can't qualify for WRDA 2016 until the LRR was completed and he was sympathetic to this fact and hoped that the Corps would be able to send a supplemental report adding projects if the LRR was completed before the WRDA 2016 bill was passed. Finally, Bradd suggested we hold at least quarterly meetings with the LA District executive team.

Senator Jeff Flake and Chuck Podolak of his staff – We began the meeting by thanking Senator Flake for his leadership on forest health and our support for legislation that would dedicate additional money to prevention as opposed to suppression, a concept that the the Senator strongly supports. He didn't know if he and Senator McCain were going to re-introduce their Forest Stewardship bill and the Wildfire Protection bill, but would continue to be supportive of efforts that focused on prevention as opposed to suppression. We also thanked Senator Flake and Chuck for their help, support and guidance with the bill, H.R. 4601, that would transfer the BNSF reversionary interest. Senator Flake stated that he would help in any way to ensure this legislation becomes law.

Congressman Raul Grijalva and Glenn Miller of his staff – As the Ranking Member of the House Natural Resources Committee, it was important to ensure that Congressman Grijalva supports our BNSF reversionary interest transfer legislation, H.R. 4601. Both Congressman Grijalva and Glenn stated that they had no problem with

the legislation and would, in fact, ask Congressman Gosar to unanimous consent the bill (a tactic used on non-controversial legislation to expedite it through the Committee process). Following our meeting, Congressman Grijalva signed on as a co-sponsor to the bill, which should give it added momentum.

Ben DeLeon, Deputy Associate Administrator for Airports, Victoria Wei, Deputy Director of Airport Planning and Programs, and Frank San Martin, Manager of Airport Planning and Programming Assistance at FAA – We began the meeting by explaining to FAA how much we valued our partnership with them. We also told him that the city was taking the initiative in funding the road around the airport which is considered a “priority 3” funding project in the Airport Improvement Program (AIP) and likely wouldn’t have been funded through the AIP. Ben and his team were very impressed and thankful that we were doing that. We also pushed for the \$3.3 million request for striping and repaving of the runway, which is a “priority 1” funding project and he was receptive, especially in light of the fact that the runway hasn’t been repaved since 2007 and is delaminating (meaning the pebbles are coming off of the asphalt). Ben asked if we had provided pictures to Mike Williams, the Phoenix ADO. In a follow-up conversation with Barney Helmick, he stated that they have not only provided them with pictures but have also given the FAA Phoenix office a tour of the runway.

Eric Hansen, Deputy Assistant Secretary of the Army (Management and Budget) – Our final meeting of the DC trip took us to the Pentagon to discuss the Rio de Flag project with Eric Hansen. We wanted to impress upon him the fact that we haven’t been able to qualify for work plan funding for the last several years because the LRR hadn’t been completed. He was completely perplexed about why it had taken so long and wanted to know why. We told him we would like to know why too. His knowledge of the project was limited to knowing that the dam had to be rebuilt, so we walked him through the City demographics, the effects of a 100-year flood, and a history of the project. We also pushed him for \$600,000 to finish the 100 percent design through reprogramming, new unallocated funds, or by transferring work plan fund to the design. Similar to Bradd, he thought the City had very little chance to fund the design except on the City’s own through accelerated or contributed funds.

Again, it was a great series of meetings this week with Mayor Nabours and Councilmember Evans. We moved many of our priorities forward and many of our objectives were achieved. If you have any questions or concerns, please don’t hesitate to contact us. Have a great week!

Schedule for Mayor Nabours and Councilmember Evans and Stephanie Smith February 24th – 26th, 2016

Wednesday, February 24th, 2016

- 3:59 pm** – Mayor Nabours and Councilmember Evans and Intergovernmental Affairs Director Stephanie Smith arrive on US Airways Flight 595 – JW Marriot at Metro Center, 1331 Pennsylvania Ave NW, Washington, DC 20004 **Phone:** (202) 393-2000– Bob will pick you up at the airport.
- 4:30 pm** -- meeting with Under Secretary for Agriculture Robert Bonnie at 14th and Independence Avenues, Room 217E to discuss FWPP and 4FRI and to encourage the Department to fund wildfire protection projects such as Wally Covington's Ecological Research Institute (ERI) at NAU and other initiatives – Contact: Amanda Lockwood, (202) 720-7173.
- 6:00 pm** – Strategy Dinner – Place TBD

Thursday, February 25th, 2016

- 9:30 am** – meeting with Erica Rhoad, Staff Director of the House Natural Resources Subcommittee on Public Lands in and Environmental Regulations in 1332 Longworth HOB to discuss the BNSF Reversionary Interest Legislation. Contact: (202) 225-2761.
- 10:15 am** – meeting with Congresswoman Ann Kirkpatrick in 201 Cannon HOB to discuss funding for the Rio de Flag flood control project funding for FY 2016 and the LRR, forest health, BNSF reversionary clause legislation and transportation issues – Contact: Makenzie Mastrud, (202) 225-3361 (we'll walk over to the Ag Committee room to meet with Ann who will be in a hearing).
- 11:30 am** -- meeting with Senator John McCain and Nick Matiella and Austin Kennedy of Senator McCain's office regarding Rio de Flag, forest health, BNSF legislation on the NDAA and VA home in 218 Russell SOB – Contact: Ellen Cahill, (202) 224-2235.
- 12 noon – LUNCH – Talay Thai**
- 1:30 pm** – meeting with Congressman Paul Gosar in 504 Cannon HOB to discuss funding for the Rio de Flag flood control project and the LRR, forest health, the VA home, BNSF reversionary interest legislation and transportation projects – Contact: Leslie Rath Foti, (202) 225-2315.
- 2:30 pm** – meeting with Bradd Schwichtenberg of the Army Corps at 441 G Street, NW of Engineers to discuss FY 2016 funding for Rio de Flag and the LRR – Contact: (202) 761-1367.
- 3:15 pm** -- Meeting with Senator Jeff Flake and Kris Kiefer and Chuck Podolak of his staff to discuss Rio de Flag, the BNSF reversionary interest legislation, the VA home and forest health issues in 413 Russell SOB -- Contact: Megan Runyan, (202) 224-4521.
- 4:00 pm** – meeting with Congressman Raul Grijalva in 1511 Longworth HOB to discuss the BNSF reversionary interest legislation. Contact: Cristina Villa, (202) 225-2435.

Friday, February 26th, 2016

- 11:00 am** – meeting with Ben DeLeon, Associate Administrator for Airports and Elliot Black and Victoria Wei, Director and Deputy Director of Airport Planning and Programs at FAA, Frank San Martin and Karen Nicholson at 800 Independence Ave, SW, AWA 10A APP 617A Conference Room AWA-FOB10A (FAA) to discuss Pulliam Airport and Airport Improvement Program (AIP) requests for restriping and resurfacing of the runway – Contact: Jay Small, (202) 267-8775.
- 1:00 pm** – meeting with Deputy Assistant Secretary for the Army (for Civil Works) Eric Hansen and Sharron DaCosta-Chisley to discuss FY 2017 funding and funding for the 100 percent design Contact: Regena Townsend-Treleaven, (703) 697-4672. Point of Contact is Johnny Jones. Use Metro Entrance Facility (MEF) located near the Pentagon Metro station on the 1st floor, Corridor 10.
- 5:00 pm** – Council departs on US Airways Flight 595 from DCA to PHX – Bob will take you to the airport.

City of Flagstaff

2016 Federal Legislative Priorities

Advocate to Expand and Protect Local Control

Flagstaff supports legislation that upholds and restores the principle of local government, and reinforces the authority of the elected leaders of Flagstaff to respect and protect the priorities of its citizenry and respond to local challenges and opportunities.

Advocate to Preserve Local Funding

Protect existing funding and authorities that bring revenue to the City of Flagstaff, which support the quality of life for its residents. Areas included opposition to unfunded mandates by any level of government that would increase costs to the City.

Flagstaff projects and legislative priorities

- Advocate for increased authorization and funding the **Rio de Flag Flood Control Project**. Fully authorize this important community project and qualify for work plan construction funding in future years. Funding priorities for fiscal year 2016 include completing 100 percent design, completing final elements at the Clay Avenue Detention basin and environmental clean up and installation of rip rap at the Butler site.
- Advocate for leveraging the voter approved **Flagstaff Watershed Protection Project** funding with federal dollars to maximize investments into forest health, including resources for timber sale administration; Ensure that resources and funding continue to flow to important regional projects such as the Four Forest Restoration Initiative (4FRI), NAU Ecological Restoration Institute and other important forest restoration efforts outside of the 4FRI boundaries.
- Advocate for funding projects in the **Flagstaff Airport** five-year Capital Improvement Program.
- Advocate for releasing the Federal Government's **reversionary interests** on property sold to the City by the BNSF Railroad.
- Advocate for authorizing and funding **transportation improvements** in Flagstaff, including priorities identified in the Regional Transportation Plan.
- Advocate for funding and building a **skilled nursing facility for veterans** in Flagstaff after the initial state funding has been approved and encourage the Department of Veterans' Affairs to prioritize the project.